



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.lacounty.gov>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

December 19, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**IMPLEMENTATION OF THE HOMELESS PREVENTION INITIATIVE
SOLE SOURCE CONTRACT WITH SOCIALSERVE.COM
TO DEVELOP AN INTERNET-BASED HOUSING DATABASE WEBSITE
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

**JOINT RECOMMENDATION BY THE CHIEF ADMINISTRATIVE OFFICER AND THE
EXECUTIVE DIRECTOR OF THE COMMUNITY DEVELOPMENT COMMISSION
THAT YOUR BOARD:**

1. In order to implement a component of the Homeless Prevention Initiative (HPI), approve and delegate authority to the Chief Administrative Officer (CAO) to execute the attached agreement (Agreement) in substantially final form with Non-Profit Industries, Inc., dba Socialserve.com (Socialserve.com), to create an internet-based housing database website (the Website) for Los Angeles County for a maximum contract sum of \$356,900. The Agreement provides for an initial two-year term with three optional one-year renewals which may be exercised by the CAO or his/her delegate, provided that sufficient funding is available and County Counsel approves subsequent renewals as to form. The first year contract cost which will cover the Website development is \$176,900. The second year contract cost which will cover the Website administration and maintenance is \$180,000.
2. Delegate authority to the CAO to allocate up to \$25,100 and enter into separate agreements between the CAO and the Community Development Commission (CDC) for marketing the Website.

3. Delegate authority to the CAO to increase the maximum contract sum by no more than 10 percent of the \$356,900 contract amount, provided sufficient funding is available, and amend the Agreement as needed to complete the services set forth in the Statement of Work. Approval as to form from County Counsel will be obtained prior to executing any amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 4, 2006, your Board approved the Los Angeles County HPI which included a recommendation to establish the Website for Los Angeles County. The Website will have two components: (I) a public-access site which lists affordable rental housing opportunities Countywide; and (II) a restricted-access site which lists emergency and transitional housing shelters, along with additional information on special needs housing resources and opportunities. Both components will be customized from an existing database platform developed with off-the-shelf software that is hosted and maintained by Socialserve.com, with management oversight jointly provided by the CAO and CDC. An advisory group of stakeholders and experts in affordable, special needs, transitional, and homeless housing, will be formed to provide technical input and assistance for the operations of the database service.

The public-access site will provide comprehensive listings of subsidized and non-subsidized affordable rental housing vacancies throughout the County that can be accessed by the general public, social service agencies, County departments, and other public agencies. The public-access site will be marketed to the general public to encourage private landlords to list, at no cost, a wide range of affordable rental properties that are currently vacant or taking applications for waiting lists. Housing search options available through this database service will include location, accessibility, rental amount, proximity to public transportation, and acceptance of Section 8 Vouchers. Additional information provided by landlords will help identify options for special needs housing placement cases managed by County staff housing locators.

The restricted-access site will be limited to approved agencies, organizations, cities, and County staff who work with the homeless and special needs populations and have the need to access emergency, transitional, and special needs housing sites with regularly updated information.

Socialserve.com will provide Call Center staff for both components. A bilingual toll-free Call Center will be available during business hours to assist the public, talk to landlords, work with the County, and other public agency staff and housing locators, and help update the housing database at regular intervals.

Because homelessness and housing needs transcend all jurisdictional borders, the Website will provide listings and information Countywide. Although the Website would be configured and administered by Socialserve.com, the Website will be called the "Los Angeles County Housing Resource Center." The Website address, or addresses, will be determined based on the availability of web page domain names that are easily marketed and easy to remember.

This special needs and homeless housing restricted-access database service will be customized to complement and enhance current resources being implemented by the Los Angeles Homeless Services Housing Authority (LAHSA), 211 LA County, Shelter Partnership, and other programs and agencies. In future years, additional features being evaluated for expansion of the restricted-access site include: (I) the development of a Shelter Bed Vacancy List; and (II) the development of a Shelter Bed Reservation System. These and other future phase components, if approved, will carry additional expense for site development, marketing, and administration.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are in compliance with the existing County Strategic Plan: Goal 1, Service Excellence; Goal 4, Fiscal Responsibility; and Goal 5, Children and Families Well-Being.

FISCAL IMPACT/FINANCING

The three financial components of the initial two years of this project include 1) \$176,900 for the Website development, 2) \$25,100 for initial marketing of the public-access site to the public, and 3) \$180,000 for Website administration for one year after completion of the Website development. The total of these three components is \$382,000, which would be the maximum project cost for the two-year period of site development and first year operation of the Website. The \$356,900 contract with Socialserve.com does not include responsibility or budget for the Website marketing, which would be handled separately by the CAO and CDC.

These funds would be provided by both County General Funds and CDC funds, and would include both Fiscal Year (FY) 2006-07 and FY 2007-08 funds from both sources. The \$176,900 and \$25,100 will be funded by County General Funds as part of the \$15.4 million ongoing HPI approved by your Board on April 4, 2006, and on June 26, 2006 as a part of the 2006-07 Budget. The CAO will control the \$25,100 designated for County marketing and the CAO and CDC are in the process of developing a plan for the

marketing component of the project. The first year fee for service, after the Website customization is \$180,000, which will be funded by the CDC and is included in the CDC approved FY 2006-07 Budget. The initial year of full operation covers the ongoing administration and maintenance of the Website that will commence with the public launch of the Website.

The ongoing annual fee for service beyond this initial two year contract agreement, should any of the up-to-three-year renewal options be approved with no expansion of service is \$180,000, and would be funded by ongoing County General Funds through the HPI. It is anticipated, however, that the process of the Website development, stakeholder consultations, and initial one-year operation may lead to reasonable and justifiable requests for site changes which may include increased Website administration costs. The estimates for these changes will be provided to your Board for final approval in May 2007. Also, the incorporation and approval of the future database expansion options discussed below would also lead to an increased annual fee for service with Socialserve.com.

Future (Phase II and III) database service expansion options include a Shelter Bed Vacancy List, Shelter Bed Reservation System, and the listing of affordable for-sale housing opportunities. These options, along with associated configuration, marketing, and administrative costs will be analyzed and presented to your Board in May 2007, with a site implementation progress report, marketing plans, and recommendations for site expansion and maintenance. Although the current contract does not include the design or operation of these Website expansion options, it does include provisions for Socialserve.com to assist the County in evaluating the technical and financial feasibility of expanding this system in future years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The homeless and low-income populations will be the beneficiaries of Socialserve.com's capacity to: 1) identify permanent, affordable housing; 2) centralize access to Countywide housing resources; 3) identify landlords who accept Section 8 Vouchers; 4) assist housing locators and caseworkers; and 5) refer persons with disabilities and clients of the County's Mental Health system to participating landlords who are sympathetic to, or who have unit amenities adapted for, their special housing needs.

The configuration of this database service is expected to take approximately one year before a public launch is possible. However, the site should have some initial functionality and be available to County staff and approved agencies for testing in the Summer of 2007.

County Counsel has approved as to form the attached Agreement.

CONTRACTING PROCESS

The recommended award of a contract to Socialserve.com as a sole source provider of services is necessitated by the scarcity of providers in the market place. The CDC prepared a set of requirements based on its own experience in managing smaller databases of affordable housing that did not have public search capabilities. The CDC requirements for an expanded database and internet resource center included: full-time bilingual staff available to answer questions; ability to contact landlords for updates; and capability to handle phone inquiries. It was also recommended that this type of database be developed on open source software platforms as opposed to proprietary systems, because open source platforms are updated more frequently and are generally less expensive than proprietary platforms. Additional recommendations from the CDC included finding a nonprofit provider with extensive experience in local, state, and national housing programs, because this experience will have allowed the provider opportunities to test the database functionality in advance of developing a system for Los Angeles County. Socialserve.com was identified as the only provider that met all of these criteria, in addition to providing lower cost services than other providers offering similar services.

Community Development Commission's outreach to state housing finance agencies and large cities found that similar selection and procurement processes had been conducted within recent years, which resulted in Socialserve.com being selected. The metropolitan areas of Atlanta, Charlotte, Indianapolis, Denver, Houston/Harris County, Kansas City, and St. Louis, have all independently selected Socialserve.com as their sole source provider for internet based housing database services. The States of New Jersey and Florida recently initiated a formal competitive bidding process for similar housing database services. A Request for Proposals was issued for housing database providers. Socialserve.com was the lowest bidder out of only two responding applicants. Other states that have selected Socialserve.com to manage statewide databases include Arizona, Colorado, Georgia, Nebraska, North Carolina, South Carolina, South Dakota, and Louisiana.

With a six-year track record of serving the affordable housing market, Socialserve.com is also a self-sustaining Not-For-Profit 501(c)(3). No other housing database service exists with comparable expertise, experience, flexibility and cost effectiveness.

In addition, CDC has researched and experienced other affordable housing web-based listing services, but found them to be too expensive, rigid in design, and overlapping and deficient in meeting real time needs for locating available housing units. The Socialserve.com housing database service was favorably received by the New Directions Task Force, and has been approved by the Chief Information Office and the Special Needs Housing Alliance.

In summary, Socialserve.com is the only affordable housing listing and locator service that 1) provides a fully staffed bilingual Call Center and Web service (English/Spanish); 2) is completely customizable to meet the needs of Los Angeles County; 3) contacts every new landlord that registers for the services; 4) updates the availability of properties by email and/or phone; 5) educates both landlords and tenants on using the service, Section 8 processes, and Fair Housing Laws; 6) hosts the entire service eliminating the need for any additional hardware or software costs on the client side; 7) works with advisory boards and groups both locally and nationally; 8) provides on-site and remote training to user groups such as 211 staff and supportive housing agencies; and 9) is fully compliant with all federal accessibility requirements for public information websites.

Los Angeles County's utilization of the unique and essential features of the Socialserve.com housing database service will result in the consolidation of efforts to meet the housing needs of the low-income and homeless populations Countywide, and will complement existing County supportive services and affordable housing funding programs.

An advance notification of intent to enter into sole source negotiations with Socialserve.com was sent to your Board on November 15, 2006.

Socialserve.com subcontracts with Peak-10, Inc. (the Subcontractor) to provide co-location space and bandwidth services, and it is anticipated that the Subcontractor will also provide such services under the Agreement. The Subcontractor has agreed to comply with all County-required provisions.

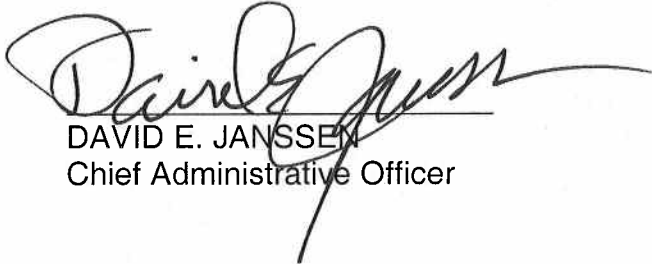
IMPACT ON CURRENT SERVICES

The development of this internet-based Countywide housing database service will list affordable housing rental opportunities, emergency shelters, and transitional housing, and will serve as an effective tool for homeless outreach teams, housing locators, the proposed stabilization centers, and the Homeless Court Program to meet the housing needs of targeted populations.

Honorable Board of Supervisors
December 19, 2006
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Upon approval by your Board, please return one stamped adopted copy of the letter with a copy of the Agreement to the Chief Administrative Office, Service Integration Branch, 222 South Hill Street, 5th Floor, Los Angeles, CA 90012.

Respectfully submitted,

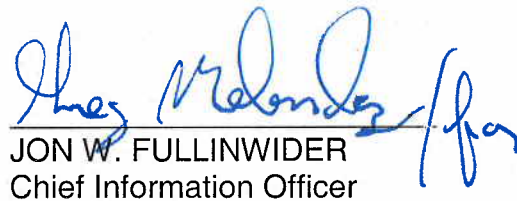


DAVID E. JANSSEN
Chief Administrative Officer



CARLOS JACKSON
Executive Director
Community Development Commission

Reviewed By:



JON W. FULLINWIDER
Chief Information Officer

DEJ:CJ:JWF
LS:FF:hn

Attachment (1)

c: County Counsel

**SOLE SOURCE CONTRACT WITH SOCIALSERVE.COM TO DEVELOP
AN INTERNET-BASED HOUSING DATABASE
(All Districts – 3 Votes)**

Contract Type:

New/Revised Contract Term: **Base Term:** Two Yrs **# of Option Yrs** Three 1-year terms

Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Lari Sheehan, Branch Manager, Service Integration Branch

Budget Information :

Y-T-D Contract Expenditures	\$ 0
Requested Contract Amount	\$ 356,900
Aggregate Contract Amount	\$ 356,900

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. The Community Development Commission will be working with several departments (DMH, DHS, DCFS, DCSS, DPSS, along with Probation and the Sheriff's Department) that are expected to use the housing listings provided by the website.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The web-based application and database will be developed using Open Source software, which is currently not included in the County's IT Directions Document. Please refer to the Project Justification and Project Risk discussions below for more information.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? Please refer to the Project Justification and Project Risk discussions below for more information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This sole source contract with Socialserve.com, a non-profit organization, will allow the Chief Administrative Office's Service Integration Branch (SIB) and the Community Development Commission (CDC) to implement a public-access website that lists affordable rental housing opportunities Countywide and a restricted-access website that lists emergency and transitional housing shelters. Under this contract, Socialserve.com will also provide application hosting and Call Center services with management oversight jointly provided by SIB and CDC.

Background:

On April 4, 2006, the Board approved the Los Angeles County Homeless Prevention Initiative (HPI), which included a recommendation to establish an internet-based housing database for Los Angeles County. The websites to be created under this contract represent the first phase towards implementing the recommendation.

An advance notification of intent to file a sole source contract with Socialserve.com was filed on November 15, 2006. The Chief Information Officer and County Counsel have reviewed and approved this contract.

Project Justification/Benefits:

When fully implemented, the public-access website (to be named Los Angeles County Housing Resource Center) will provide comprehensive listings of subsidized and non-subsidized affordable housing vacancies countywide. Landlords will be encouraged to list, at no cost, a wide range of affordable rental properties available for rent or are accepting applications for waiting lists. The website will also provide search capabilities for the general public to look for affordable rental housing by location, accessibility, rental amount, proximity to public transportation, and acceptance of Section 8 vouchers.

The restricted-access website, which will list emergency and transitional housing, will be limited to approved agencies, organizations, and selected city and County staff who work with the homeless and special-needs populations.

Socialserve.com is currently providing similar services for several states, including Arizona, Colorado, Georgia, Ohio, Indiana, Kansas, New Jersey and Texas.

Project Metrics:

The Statement of Work and its Schedule of Deliverables and Payment identifies the software and services that will be provided.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

The websites included in this contract are required to implement SIB's recommendation to establish an internet-based housing database as part of the Board-approved Homeless Prevention Initiative.

Alternatives Considered:

The CDC's selection of Socialserve.com was based on its review of similar procurements by state housing finance agencies and large cities, including the metropolitan areas of Atlanta, Charlotte, Indianapolis, Denver, Kansas City, St. Louis, as well as several states, Arizona, Colorado, Georgia, Nebraska, North Carolina, South Carolina, South Dakota, and Louisiana. In addition, the states of New Jersey and Florida recently selected Socialserve.com as their lowest cost provider of internet-based housing database services after similar formal competitive bidding processes.

Project Risks:

A key project risk is that the affordable housing websites and databases will be developed using Open Source software, which the County does not have experience or skill sets to maintain.

Risk Mitigation Measures:

The following measures will be used to mitigate the risk of utilizing Open Source software to develop the affordable housing websites and databases:

- The contractor will provide quarterly database extracts to the Chief Administrative Office/Information Technology Services (CAO/ITS) to load into Oracle tables to maintain. This will ensure that the CAO will have a back-up copy of the affordable housing data.
- The contractor will limit the use of Open Source software to develop the search and database update capabilities. Industry standard HyperText Markup Language (HTML) and Cascading Style Sheets (CSS) will be used to develop the websites and provided to CAO/ITS. Internal Services Department (ISD) has staff experienced in developing and maintaining websites that utilize HTML and CSS.

Financial Analysis:

The total contract amount is \$356,000 comprised of:

1. \$176,900 to develop and implement two websites and databases; a public-access website/database for Countywide affordable housing listings and a second restricted-access website/database for emergency and transitional housing; and
2. \$180,000 for one year of application hosting services for the developed websites and databases.

CIO Concerns:

None.

CIO Recommendations:

My Office supports this contract and recommends approval by the Board.

CIO APPROVAL

Date Received: 12/6/2006

Prepared by: P. Sullivan

Date: 12/6/2006

Approved: [Signature]

Date: 12/6/2006

DRAFT



CONTRACT

FOR

**INTERNET-BASED HOUSING DATABASE
WEBSITE SERVICES**

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NON-PROFIT INDUSTRIES, INC dba SOCIALSERVE.COM

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CONTRACT FOR INTERNET-BASED HOUSING DATABASE WEBSITE SERVICES

This Contract for Internet-Based Housing Database Website Services ("Contract") is made and entered into as of this ____ day of _____, 2006 by and between the County of Los Angeles ("County") and Non-Profit Industries, Inc., a North Carolina not for profit corporation d/b/a Socialserve.com ("Contractor"), located at P.O. Box 35305, Charlotte, North Carolina 28235.

RECITALS

WHEREAS, County may contract with private businesses for services that are technical and highly specialized, provided on an intermittent basis and cannot be performed by current County employees or individuals who could be recruited, as authorized under California Government Code Section 31000;

WHEREAS, Contractor is a private firm specializing in providing affordable and special needs housing data internet web site services; and

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, certain internet-based housing database services which will be provided through a website ("the Website") which will be created and maintained by Contractor at the prices indicated and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1.0 APPLICABLE DOCUMENTS

This base document, together with Exhibits A, B, C, D, E, F, G, H, I, J, and K set forth below, attached hereto and incorporated herein by this reference, collectively constitute and throughout and hereinafter are referred to the "Contract." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, deliverable, goods, service or other work, or otherwise, between and/or among this base document and/or Contract and the exhibits and schedules and attachments thereto, or between the exhibits and the schedules and attachments thereto, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the exhibits and the schedules and attachments thereto, according to the following descending priority.

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Schedule of Deliverables and Payments
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Contractor's Acknowledgement, Confidentiality &
Copyright Assignment Agreement
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law
- 1.9 EXHIBIT I - Performance Summary Requirement
- 1.10 EXHIBIT J- Contract Discrepancy Report
- 1.11 EXHIBIT K- Subcontractor Agreement

2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 2.1 Chief Administrative Officer:** The term "Chief Administrative Officer" shall mean the Chief Administrative Officer of the County, or his or her designee.
- 2.2 Contract:** The term "Contract" shall have the meaning set forth in Paragraph 1.0 (Applicable Documents) of this Contract.
- 2.3 Contractor:** The term "Contractor" shall mean Nonprofit Industries, Inc., a North Carolina not for profit corporation d/b/a Socialserve.com.
- 2.4 Contractor's Project Director:** The term "Contractor's Project Director" shall have the meaning set forth in Paragraph 7.0 (Administration of Contract – Contractor) of this Contract.
- 2.5 County's Project Director:** The term "County's Project Director" shall have the meaning set forth in Paragraph 6.0 (Administration of Contract -- County) of this Contract.
- 2.6 County Project Manager:** The term "County's Project Manager" shall have the meaning set forth in Paragraph 6.0 (Administration of Contract – County) of this Contract.
- 2.7 Day(s):** The term "Day(s)" shall mean calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein, including, but not limited to, Exhibit A (Statement of Work) of this Contract.
- 3.2** If Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be two (2) years commencing upon execution hereof by the Chief Administrative Officer, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 County shall have the option to extend this Contract term for up to three (3) additional one-year periods for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised, at the sole discretion of the Chief Administrative Officer, by the preparation and execution of an Amendment to this Contract pursuant to Subparagraph 8.1 of this Contract.
- 4.3 Contractor shall notify the Chief Administrative Office, Service Integration Branch when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Chief Administrative Office, Service Integration Branch at the address set forth in Exhibit D (County's Administration) to this Contract.

5.0 MAXIMUM CONTRACT SUM

- 5.1 The Maximum Contract Sum is \$356,900.00 for the initial two year term of this Contract.
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Maximum Contract Sum authorized under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Administrative Office, Service Integration Branch at the address set forth in Exhibit D (County's Administration) of this Contract.
- 5.4 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- 5.5 Invoices and Payments:
- 5.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) of this Contract and elsewhere hereunder. Contractor shall prepare invoices which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Schedule of Deliverables and Payments) of this Contract and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work.
- 5.5.2 Contractor's invoices shall be priced in accordance with

Exhibit B (Schedule of Deliverables and Payments) of this Contract.

5.5.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) of this Contract describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 Contractor shall submit the monthly invoices to County by the 15th calendar day of the month following the month of service for which payment is claimed.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following:

Lisa Rizzo
Chief Administrative Office
Service Integration Branch
222 S. Hill Street, 5th floor
Los Angeles, CA 90012

with an electronic copy to be provided to:

Laurence Newnam
Housing Development & Preservation
Community Development Commission
LNewnam@lacdc.org

5.5.6 All invoices submitted by Contractor for payment must have the written approval of County's Project Manager or his designee prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT COUNTY

A listing of all County administration referenced in the following subparagraphs is set forth in Exhibit D (County's Administration) to this Contract. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director:

Responsibilities of County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to Contractor in the areas relating to County policy.

6.2 County's Project Manager:

The responsibilities of County's Project Manager include:

- meeting with Contractor's Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- providing direction to Contractor in the areas relating to County information requirements and procedural requirements.

County's Project Manager is responsible for overseeing the day-to-day administration of this Contract and reports to the County's Project Director. County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT- CONTRACTOR

A listing of all Contractor's administration referenced in the following subparagraphs is set forth in Exhibit D (County's Administration) of this Contract. County shall notify Contractor in writing of any change in the names or addresses shown.

7.1 Contractor's Project Director:

- 7.1.1 Contractor's Project Director is designated in Exhibit E (Contractor's Administration) of this Contract. Contractor shall notify County in writing of any change in the name or address of the Contractor's Project Director.
 - 7.1.2 Contractor's Project Director shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager on a regular basis.
- 7.2 Approval of Contractor's Staff:

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director.
- 7.3 Contractor's Staff Identification:

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

 - 7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
 - 7.3.2 Contractor shall notify County within one business day when staff is terminated from performing work under this Contract. Contractor shall retrieve and return an employee's ID badge to County on the next business day after the employee has terminated employment with Contractor.
 - 7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to County on the next business day after the employee has been removed from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during the term of this Contract, County may require that all Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from performing work under this Contract at any time during the term of this Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately, at the sole discretion of County, deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of Contractor's staff, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance

with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.3 Contractor shall sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement) of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

8.1.1 The body of this Contract, together with the Recitals and all exhibits, attachments and schedules, constitutes the complete and exclusive agreement between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Contract. Nothing in this Contract shall be interpreted based upon any prior discussions or negotiations, or upon any additions or deletions made as a result thereof. Failure on the part of either party to enforce any provision of this Contract shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.

8.1.2 No representative of County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures required under this Subparagraph 8.1.

8.1.3 County reserves the right to change any provision of this Contract. All such changes shall be accomplished only as provided in this Subparagraph 8.1.

- 8.1.4 For any change requested by County which does not materially affect the term, Maximum Contract Sum or any term or condition included in this Contract (including exhibits), a Change Notice shall be prepared and executed by County's Project Director and Contractor's authorized representative.
- 8.1.5 Except as otherwise provided in this Contract, for any change requested by County which materially affects the term, Maximum Contract sum, or any term or condition included in this Contract (including exhibits), a negotiated written Amendment to this Contract shall be prepared and executed by each of County's authorized representative (or County's Board of Supervisors if deemed appropriate by County) and Contractor's authorized representative.
- 8.1.6 Notwithstanding any provision hereof to the contrary, the Chief Administrative Officer shall have the authority to increase the Maximum Contract Sum by an amount not to exceed Ten Percent (10%) of the original Maximum Contract Sum, in the Chief Administrative Officer's sole and absolute discretion, for the purpose of increasing the scope of data or to improve web page operating features that were not foreseen under the original Statement of Work attached hereto as Exhibit A. To implement such an increase in the Maximum Contract Sum, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Administrative Officer.
- 8.1.7 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's

Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Chief Administrative Officer.

- 8.1.8 The Chief Administrative Officer, may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract) of this Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Chief Administrative Officer.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, to a third party without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to

give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including

any extensions), and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten (10) business days after Contract effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

8.5.5 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C (Contractor's EEO Certification) of this Contract.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of County's ordinance entitled "Contractor Employee Jury Service"

("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H (Jury Service Ordinance) and incorporated herein by this reference.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph: "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts; "Employee" means any California resident who is a full-time employee of the Contractor; "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice

that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
4. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the

Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, "consideration" shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

8.12.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

8.12.3 County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board:

1. If there is evidence that the Contractor may be subject to debarment, the Chief Administrative Officer will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Chief Administrative Officer shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the

debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 These terms shall also apply to subcontractors of County contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California

Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 Contractor warrants that it fully complies with all Federal

and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on Change Notices prepared pursuant to Subparagraph 8.1 of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other

compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.21.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of workers' compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

8.21.4 Contractor shall adhere to the provisions stated in Subparagraph 7.5 (Confidentiality) of this contract.

8.22 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Lisa Rizzo
Chief Administrative Office
Service Integration Branch
222 S. Hill Street, 5th floor
Los Angeles, CA 90012

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M.

Best rating of not less than A:VII unless otherwise approved by County.

8.23.3 Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of

this Contract.

8.23.5 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.23.6 Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- Contractor providing evidence of insurance covering the activities of subcontractors, or
- Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability

insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Chief Administrative Officer or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Administrative Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Chief Administrative Officer, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Chief Administrative Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Administrative Officer or

his/her designee, deems are correctable by Contractor over a certain time span, the Chief Administrative Officer or his/her designee, will provide a written notice, Exhibit J, Contract Discrepancy Report, to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Chief Administrative Officer, or his/her designee, may:

(a) Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit I*, hereunder, and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or

(c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

8.25.3 The action noted in Subparagraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of

Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Subparagraph 8.25 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.25.2, and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification) of this Contract.

8.27.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.27 when so requested by County.
- 8.27.7 If County finds that any provisions of this Subparagraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair

Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Administrative Officer, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached hereto as Exhibit H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as set forth in Exhibit D (County's Administration) and Exhibit E (Contractor's Administration) of this Contract. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Project Director shall have the authority to issue all notices or demands required or permitted by County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any provision hereof to the contrary, Contractor and County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally

induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Contract; become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However,

in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County's Project Director. County shall not unreasonably withhold written consent.

8.36.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 8.36 of this Contract shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by

Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of Contractor to comply with any of the provisions of this Subparagraph 8.37 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole

option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.

8.39.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by County.

8.39.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor's employees.

- 8.39.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.39.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
- 8.39.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 8.39.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to:

Lisa Rizzo
Chief Administrative Office
Service Integration Branch
222 S. Hill Street, 5th floor
Los Angeles, CA 90012

with an electronic copy to be provided to:

Laurence Newnam
Housing Development & Preservation

Community Development Commission

LNewnam@lacdc.org

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Contract shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.42 (Termination for Default) of this Contract and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Subparagraph 8.37 (Record Retention & Inspection/Audit Settlement) of this Contract.

8.42 TERMINATION FOR DEFAULT

8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.42.2 In the event that County terminates this Contract in whole or in part as provided in Subparagraph 8.42.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to

the extent not terminated under the provisions of this Subparagraph.

8.42.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.42.2 above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.42, it is determined by County that Contractor was not in default under the provisions of this Subparagraph 8.42, or that the default was excusable under the provisions of Subparagraph 8.42.3 above, the rights and obligations of the parties shall be the

same as if the notice of termination had been issued pursuant to Subparagraph 8.41 (Termination for Convenience) of this Contract.

- 8.42.5 The rights and remedies of County provided in this Subparagraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.43.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.44.2 If for any reason Contractor is no longer in business as a sole business, Contractor will provide to the County all data, software, applications, and documentation of the service product stated in this Contract in the following format:

CSV	=	data
HTML	=	site
Image	=	graphics
CSS	=	style sheets

8.44.3 The rights and remedies of County provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as

defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with the County's Lobbyist Ordinance (County Code Chapter 2.160). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may, in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in the County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 FORCE MAJEURE

Except with respect to defaults of an Subcontractor(s), Contractor shall not be liable for any such excess costs, if its failure to perform this Agreement arises out of fires, floods, epidemics, quarantine restrictions, other "Acts of God," strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to obtain such goods or services from other sources.

9.0 ADDITIONAL TERMS AND CONDITIONS

9.1 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.
- 9.1.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 Contractor's Housing Listing and Locator Software Application, Agency Database, Taxonomy Code Browser,

Client Matching Software Application, Custom Language Translation Code, Client Tracking Application and all supporting operating systems and services designed to be used in the operation and/or support of the aforementioned applications and services including any and all operating systems database applications, Open Source or proprietary supporting code snippets in any and all coding languages will continue to be the proprietary and confidential code/applications of Contractor, and are hereby identified and acknowledged by County under this section 9.1.4.

9.1.5 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

9.1.6 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Subparagraph 9.1.5 above for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.1.3 above or for any disclosure which County is required to make under any state or federal law or order of court.

9.1.7 All the rights and obligations set forth under this Subparagraph 9.1 shall survive the expiration or termination of this Contract.

9.2 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.2.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages,

costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 ADDITIONAL WARRANTIES

9.3.1 General Warranties

Contractor hereby represents and warrants that any tasks, subtasks, goods, services or other work provided or delivered by Contractor pursuant to this Contract shall be free from any and all deficiencies and shall meet the requirements set forth in Exhibit A (Statement of Work) and this Contract.

9.3.2 Correction of Deficiencies

Contractor shall promptly upon notice correct any and all non-conformances with Exhibit A (Statement of Work), deficiencies, errors or omissions in any tasks, subtasks, deliverables, goods, services and other work provided or developed by Contractor pursuant to this Contract during the term. The correction of all such non-conformances with Exhibit A (Statement of Work), deficiencies, errors or omissions shall be at no additional cost to County.

9.3.3 Further Warranties

Contractor further represents, warrants, covenants and agrees that throughout the term:

A. Contractor represents and warrants that (a) Contractor has the full power and authority to grant all rights granted by this Contract to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use the Website without interruption, subject only to County's obligation to make the required payments under this Contract, (d) this Contract and the services acquired herein are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors,

(e) during the term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Website, and any part thereof in accordance with this Contract, and (f) neither the performance of this Contract by Contractor, nor the use by County and its users of the Website in accordance with this Contract will in any way violate any non-disclosure agreement, nor, to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

B. Contractor bears the full risk of loss due to total or partial destruction of all or any part of the Website, until the full performance of its obligations under this Contract.

C. Contractor shall in the performance of all work strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth in Exhibit A (Statement of Work) of this Contract, provided, however, that Contractor shall have the right to correct deficiencies as otherwise provided under this Contract.

D. All tasks, subtasks, deliverables, goods, services, and other work shall be completed in accordance with this Contract, including the mutually agreed upon Contractor's Project Schedule set forth on Exhibit B (Schedule of Deliverables and Payments) to this Contract and

manufacturer's specifications and shall be performed in a timely and professional manner by qualified personnel.

E. All data analysis and working papers generated by Contractor and under Contractor's control shall be available to County during the term of this Agreement and for a minimum period of five (5) years thereafter.

9.3.4 Breach of Warranty Obligations

In the event Contractor fails to timely perform its warranty obligations set forth in this paragraph, County may perform any required correction or other work and debit Contractor thereof at County's direct actual cost of outside labor and materials and County's burdened labor rates (including salary, employee benefits, and applicable reimbursement policies) to remedy any failure to conform to the provisions of this Contract.

9.3.5 Disclaimer of Other Warranties

The express warranties, if any, contained in this Contract are the sole and exclusive warranties provided by Contractor. Contractor specifically disclaims any other warranties, express or implied, including but not limited, to warranties of merchantability or fitness for a particular purpose, as well as any warranties alleged to have arisen from custom, usage or past dealings between the parties.

9.4 PROPRIETARY CONSIDERATIONS

9.4.1 Proprietary Information

Contractor and County acknowledge that each will be exposed from time to time to the other's information, including, but not limited to, software, training, documentation, data, specifications, system architecture, algorithms, program logic, functionality, operation, database formats, screen displays, software listings, object code

(hereinafter collectively referred to as "Proprietary Information"). Any and all materials which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL".

9.4.2 Confidential Information

Confidential Information means all business and technical information reasonably considered confidential which is made available directly or indirectly by one party to this Contract to the other party to this Contract.

9.4.3 Exceptions

Notwithstanding any provision hereof to the contrary, Proprietary Information and Confidential Information shall not include (a) information generally available or known to the public, (b) information independently developed outside the scope of this Contract, or (c) information lawfully disclosed by a third party.

9.4.4 Use of Proprietary and Confidential Information

Proprietary Information and Confidential Information shall only be used for the sole purpose of this Contract and shall not be used for any other purpose except with the prior written consent of the party.

9.4.5 Standard of Care

Each Party, including its employees, shareholders, directors and consultants, shall not (a) disclose to any person the terms of this Contract and any Proprietary or Confidential Information which may have come to its or their knowledge

as a result of or arising out of this Contract and shall take all necessary precautions to prevent unauthorized access to such information, (b) make derivative works, translations, adaptations, arrangements or other alteration of any Proprietary or Confidential Information except as permitted by this Contract, and/or (c) alter, decompile, disassemble, reverse-engineer or otherwise attempt to discover the source code of any Proprietary or Confidential Information.

9.4.6 Acknowledgement of No Proprietary Information Rights

Except for the Proprietary Information provided directly by County to Contractor pursuant to the terms of this Contract, County shall have no right, title or interest in the Website. Furthermore, County acknowledges and agrees that the copyright, patent, mask work protection, and trade secret rights relating to or derived from the development of the Website shall be the sole property of Contractor or its nominee.

9.4.7 No Obligation by County

Notwithstanding any other provision of this Contract, County shall not be obligated in any way under this Contract for:

9.4.7.1 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

9.4.7.2 Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

9.4.8 Survival

The provisions of this Subparagraph 9.4 shall survive the expiration or termination of this Contract.

9.5 INFORMATION SECURITY COMPLIANCE

9.5.1 Contractor must comply with the following County Board of Supervisors approved information security policies, as applicable:

6.100 - Information Technology and Security Policy

6.101 - Use of County Information Technology Resources

6.106 - Physical Security

6.107 - Information Technology Risk Assessment

6.108 - Auditing and Compliance

These policies are published at:

<http://countypolicy.co.la.ca.us/BOSPolicyFrame.htm>.

9.5.2 Contractor shall ensure the security and confidentiality of all back-up data and shall obtain approval from County Project Director and County Chief Information Officer prior to making and storing copies of data pertaining to this Contract.

IN WITNESS THEREOF, County has caused this Agreement to be executed by the Chief Administrative Officer. Contractor has caused this Agreement to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
DAVID E. JANSSEN
Chief Administrative Officer

Date _____

APPROVED AS TO FORM:
BY COUNTY COUNSEL

RAYMOND G. FORTNER, JR.

By _____
JOSE SILVA
Principal Deputy County Counsel

NON-PROFIT INDUSTRIES, INC. DBA
SOCIALSERVE.COM

By _____
VAN L. GOTTEL
Chief Executive Officer

Taxpayer Identification No.

STATEMENT OF WORK

I. Background

On April 4, 2006, the Los Angeles County Board of Supervisors approved the Los Angeles County Homeless and Housing Prevention Initiative (HPI) which included a key recommendation that endorsed the concept of establishing an internet-based housing database website (the "Website") for Los Angeles County. The Website will have two components. There will be a public-access website which lists affordable rental housing opportunities Countywide. This will be complemented by a restricted-access website which lists emergency and transitional housing shelters, along with additional information on special needs housing resources and opportunities. Both sites will be developed, hosted and maintained by CONTRACTOR, with management oversight by the CAO, the CDC, and an Advisory Group of stakeholders and experts in affordable, special needs, transitional, and homeless housing.

The public-access site will provide comprehensive listings of subsidized and non-subsidized affordable rental housing vacancies throughout the County that can be accessed by the general public, social service agencies, and County health and human services departments. The public-access site will be marketed to the general public to encourage private landlords to list, at no cost, a wide range of affordable rental properties that are currently vacant or taking applications for waiting lists. Housing search options will include location, accessibility, rental amount, proximity to public transportation, and acceptance of Section 8 vouchers. Additional information provided by landlords will help identify options for special needs housing placement cases managed by County staff or housing locators.

The restricted-access site will be limited to approved agencies, organizations, cities, and County staff, who work with the homeless and special needs populations, and need to access emergency transitional and special needs housing sites with regularly updated information.

CONTRACTOR will provide Call Center staff for both components. The bi-lingual Call Center will be available during business hours to assist the public, talk to landlords, work with housing locators, and help update the Website at regular intervals.

Because housing needs and homelessness transcend all jurisdictional borders, this Website will provide listings and information County-wide. Although the underlying Website would be developed and administered by CONTRACTOR, the Website would be called the Los Angeles County Housing Resource Center. The Website address, or addresses, will be determined based on the availability of web page domain names that are easily marketed and easy to remember.

This special-needs and homeless housing database website will be developed to complement and enhance current resources being implemented by the Los Angeles Homeless Services Housing Authority (LAHSA), United Way 211 Call Centers, and other programs and agencies. In future years, additional features being evaluated for expansion of the Website include: 1) the development of a Shelter Bed Vacancy List; and 2) the development of a Shelter Bed Reservation System. These and other future phase components, if approved, will carry additional expense for site development, marketing, and administration.

II. Scope of Work Overview

- 1) Contractor will develop the Website, to list Countywide affordable housing rental units. The Website will serve as a tool for County Case Workers, Housing Locators and other authorized professional and experienced staff to match persons and families to available and affordable rental housing in residential neighborhoods throughout Los Angeles County.

Contractor will develop and implement the Website through two distinct components: Section One: List Countywide affordable rental housing opportunities on a web based public access site, with data obtained part from CDC and part from marketing to private landlords to list on the site; and, Section Two: Lists of Emergency and Transitional Housing Shelters on a complementary restricted access website, with data from Shelter Partnership, LAHSA, Healthy City, and other resources that may be identified.

- 2) Contractor agrees to establish and provide maintenance of the Website with the collaborative involvement of County and the local Housing Database Advisory Group, should the County elect to create same, based on the following general criteria and information provided by CDC/County:

Section I – Public Access Affordable Housing Database Website

1. Property Listing Options	
a. For Rent	Yes
b. Rent-to-Own	No
c. For Sale	No
d. Assisted/Subsidized	Yes
e. Portfolio (Number of Properties)	To Be Provided
f. Private Landlords	Yes
g. Market Rate	Yes
h. Listing Limits	140% of median income (which may be amended by County at the its sole discretion)
2. Geographic Region of Coverage	Los Angeles County
3. Approximate population served	9,760,000
4. Number of Housing Authorities using Contractor to manage listings	To Be Determined
5. Primary client contact number for service	Contractor Toll Free Number

6. Primary Marketing Responsibility	L.A. County
7. Landlord/tenant card printing	L.A. County
8. Length of initial service contract (two/three/four year or line item)	Development phase not to exceed 12 months. Initial delivery of service phase to be one year commencing on date designated as "public launch."
9. If an existing database, enhance or replace	Contractor will update County database data if determined jointly by County and Contractor that this update is applicable to this project.
10. New URL or existing	New
a. Who registers URL if any	LA County
11. Stand-alone or "Embedded" with custom headers and footers	Embedded
12. Develop new site or use existing	New
13. Agency database (est.#agencies)	CDC databases include: affordable housing, senior housing, special needs housing, homeless shelters, LAHSA Section 8 vendors
14. Lead agency	CDC

Included in this contract are the following services:

1. Property Provider Information
 - a. Registration (online, phone and fax support)
 - b. Property listing (online, phone and fax support)
 - c. Property availability updates (online, phone and fax support)
2. Tenant Information
 - a. Primary contact for tenant searches will be
 - i. Through the Website
 - ii. Through CONTRACTOR website
 - iii. Through 211 in areas where CONTRACTOR works with that entity

- iv. Through CONTRACTOR's Toll Free number to Call Center
- b. Service usage training (how to use Socialserve.com)
- c. Referrals as needed/appropriate to other programs or services
- 3. Additional fields of public funding data to be included in the Website:
 - a. City of Industry
 - b. CDC/HOME
 - c. Federal Low Income Housing Tax Credits
 - d. Non-CDC/HOME
 - e. L.A. County Marina Fund
 - f. CDBG
 - g. LAHD Trust Fund
 - h. Tax-exempt Bonds
 - i. HUD Funding
 - j. Section 202
 - k. Section 811
 - l. Section 8 Housing
 - m. HOPWA Funded Units
 - n. Los Angeles CRA Funding
 - o. Other State or Local Funding

Section II – Restricted Access Emergency Housing Database Website

15. Property Listing Options	
a. Homeless Shelters	
b. Transitional Housing	
c. Domestic Violence Shelters	
d. Emancipated Foster Youth Housing	
e. Stabilization Centers	
f. Private Landlords	
g. HIV/AIDS Housing	
i. Accessible Housing	
j. Other Special Needs Categories	
16. Geographic Region of Coverage	L.A. County
17. Approximate population served	9,760,000
18. Number of Housing Authorities using Contractor to manage listings	One
19. Primary client contact number for service	Contractor Toll Free Number

20. Primary Marketing Responsibility	L.A. County
21. Landlord/tenant card printing	L.A. County
22. Length of initial service contract (two/three/four year or line item)	Same as with public database website
23. If an existing database, enhance or replace	N/A
24. New URL or existing	New
a. Who registers URL if any	L.A. County
25. Stand-alone or "Embedded" with custom headers and footers	Embedded
26. Develop new site or use existing	New
27. Agency database (est. # agencies)	LAHSA database will be incorporated
28. Lead agency	CDC

Included in this contract are the following services:

1. Property Provider Information
 - a.Registration (online, phone and fax support)
 - b.Property Listing (online, phone and fax support)
 - c.Property availability updates (online, phone and fax support)
2. Tenant Information
 - a.Primary contact for tenant searches will be
 - (i) Through the Website
 - (ii) Through CONTRACTOR website
 - (iii) Through 211 in areas where CONTRACTOR works with that entity
 - (iv) Through CONTRACTOR's Toll Free Number to Call Center
 - b.Service usage training (how to use Socialserve.com)
 - c.Referrals as needed/appropriate to other programs or services

III. Contractor Duties

- Design the Website, identified as the ***Los Angeles County Housing Resource Center (LAC-HRC).***
- Establish County webpage linkages to multiple L.A. County web pages, including the CDC webpage.
- Ensure that County webpage has expandability feature for the incorporation of

additional jurisdictions, cities (i.e. Los Angeles, Santa Monica, Pasadena, Glendale, etc.) in future phases.

- Target “soft-launch” (i.e. not publicly advertised) of the Website for May, 2007.

A. Section I – Public Access Affordable Housing Database Website

- 1) **LAC-HRC** to be designed as a free housing resource that delivers to the public, landlords and health and human services providers, access to frequently updated housing information through the Internet, the Socialserve.com Call Center, and/or 211.
- 2) Develop the public access rental locator module in accordance with the Socialserve.com design and recommended Launch ‘roll out’ plan.
- 3) Incorporate services, programs, forms, signs, notices and other written materials that Contractor uses for the provision of homeless Call Center services and offer same to homeless individuals and families in the primary languages of English and Spanish.

B. Section II – Restricted Access Emergency Housing Database Website

- 1) Design data entry form for emergency housing shelters in conjunction with advisory group, LAHSA, Shelter Partnership, and other County stakeholders
- 2) Create secure password entry system and usage tracking capacity in conjunction with advisory group recommendations.
- 3) Present listings of shelters and special needs housing on restricted access site in conjunction with data requirements as determined by County.
- 4) Allow full access of public site through restricted access site
- 5) Provide recommendations on how to expand restricted access site in future phases to capture information related to shelter bed vacancies.
- 6) Provide recommendations and assist County in developing or adapting data entry forms and displays for other special needs housing data including but not limited to HIV/AIDs and accessibility. These data requirements may be comparable to other data management features provided for other cities or states, provided allowances and adaptations are made for special considerations unique to County.

C. Maintenance Services

- 1) Contractor shall supervise the development of and maintain the Website of owners/landlords, real estate property management companies, and/or other housing agencies willing to provide affordable, rental housing to low income persons, homeless individuals and families.
- 2) Contractor shall populate the Website, through the following collaborative efforts with: the County Project Manager/CDC; with lists generated from CDC

Assisted/Subsidized Apartment Buildings and Complexes; with private Landlords willing to accept Section 8 vouchers; with Landlords and private property owners willing to rent to tenants earning below 140% of the median income; and with other County Departments.

3) Contractor shall provide site access to owners, managers and brokers of properties subject to a user agreement, approved by County, that will include the following requirements:

- a. Lister agrees to promptly remove listing once rented or sold;
- b. Lister agrees to offer properties for sale or rent without discrimination in accordance with Federal, State and local laws;
- c. Listings are subject to the approval of County and Contractor;
- d. Lister agrees that the use of this listing service by property owners, managers or brokers may be denied or revoked by County for any reason;
- e. Lister certifies that he/she has authority to post property information and that the information provided is timely and accurate, to the best of his/her knowledge.

4) Contractor shall assist County, as directed by County Project Manager/CDC, in marketing the Website services to landlords, property owners and managers according to the specified Website launch plan.

5) Contractor shall maintain professional working relationships with LAC-HRC participating property owners and managers, to promote and encourage the use of the site to list available properties.

6) Contractor shall assist County Project Manager/CDC in developing marketing materials, brochures, lobby cards or informational Fact Sheets, on LAC-HCR services, to be provided to Landlords.

7) Contractor shall ensure that landlords, who are allowed to advertise their units at no cost on the LAC-HRC, are in compliance with the maximum affordability limit – 140% of area median income, and that their rents are not in excess of the posted maximum rents. This percentage may be changed by County at its sole discretion.

8) Contractor shall establish a 10-day review period of participating property owner listings to maintain accuracy and credibility of LAC-HRC housing availability feature.

D. Outcome/Performance Measures

Contractor will include Outcome/Performance Measures that will evaluate the Website performance and operational measures, which include administrative,

fiscal and service delivery. County, at its sole discretion, may make changes in the Outcome/Performance Measures via a change notice, modification of or amendment to the Contract.

- a. Contractor shall evaluate and track County usage information for an equitable apportionment, of the annual cost of services, among participating County departments organizations, cities and agencies.
- b. Contractor, at the direction of County Project Manager/CDC, shall design and administer an electronic year-one Customer Satisfaction Survey to be completed by any **LAC-HRC** user group, agency or County Department, as designated by the County, to gather data for the evaluation of service delivery and effectiveness.

IV. Contractor Staff

- 1) Contractor shall provide a Contract Manager (CM), who shall be responsible for the overall management and coordination of the contract and act as liaison with County Project Manager/CDC. The CM, and a designated alternate, shall be identified in writing prior to the Contract award, and at anytime thereafter that a change of Contract Manager or designated alternate is made.
- 2) Contractor staff will act in a businesslike manner when assisting individuals and families in finding affordable, permanent housing rental information.
- 3) Contractor staff will have demonstrated ability to handle sensitive materials and perform their duties in a confidential manner.
- 4) Contractor shall warrant that Call Center staff working directly with the homeless population, have the requisite training, skills and experience to conduct intake, screening, and needs assessments in responding to participant callers.
- 5) Contractor staff must be fluent/competent in reading, writing, speaking and understanding the English language.
- 6) Contractor shall warrant that appropriate staff background checks, involving verification of employment history, criminal records, validity of education, applicable licenses, have been conducted. Findings shall be kept on file and made available to County upon request.
- 7) Contractor Call Center staff shall have knowledge of the Los Angeles County affordable housing program and specific housing requirements for the special needs population.
- 8) Contractor shall ensure personnel performing Contract services herein shall be considered Contractor employees at all times.

V. County Personnel

1) CAO County Homeless Housing Coordinator (CHHC)

- a. County shall inform Contractor of the name, address, and telephone number of the CHHC in writing and at any time thereafter, if a change of CHHC is made.
- b. County shall schedule an initial meeting after award of contract between Contractor, the County Project Manager/CDC, the CHHC or a designated Alternate, CDC staff, and designated Health and Human Service Departmental personnel.
- c. CHHC, or an alternate designated by the County Project Director, and the County Project Manager/CDC shall provide direction to Contractor in areas related to policy, procedural requirements, service performance requirements, and other information pertaining to the Contract.
- d. CHHC, or an alternate designated by the County Project Director, and the County Project Manager/CDC shall monitor, on a quarterly basis, Contractor's performance of required Website services and contract deliverables.
- e. CHHC, or an alternate designated by the County Project Director, and the County Project Manager/CDC shall negotiate with Contractor, should the need arise, on changes in service requirements pursuant to Contract.

2) Housing Database Advisory Group (HDAG)

County reserves the right at any time to create an informational support group or Housing Database Advisory Group, and to delegate a portion of its authority for the management of this contract, should it elect to create the HDAG or any similar type of advisory or support body. In the event that an HDAG is created, the following criteria may apply, at the County's sole discretion.

- a. HDAG will work with the County Project Manager/CDC and Contractor to ensure timely, quality service from both Contractor and County.
- b. HDAG will work, at the direction of the County Project Manager/CDC with Contractor's Rollout Coordinator, and utilize Contractor's Rollout Guidelines to ensure a smooth launch (soft launch and public launch) of the Website.
- c. HDAG will assist, at the direction of the County Project Manager/CDC, the County and Contractor with Countywide marketing activities for the

Website on an on-going basis.

- d. Contractor shall schedule as needed consultation Conference Calls with the HDAG, as directed by the County Project Manager/CDC.
- e. Contractor shall meet, as scheduled by the County Project Manager/CDC, with the HDAG, at minimum, twice a year.

VI. Contractor Responsibilities

1) Contractor Management Services

Contractor shall provide all management services necessary for the provisions as stated in the contract. Contractor's management services may include, but are not limited to:

- a. Planning, coordinating, implementing and monitoring the stated service deliverables.
- b. Ensuring there are sufficient professional, experienced and competent bilingual staff to assist Landlords, individuals, and Housing Locators at the Call Center.
- c. Ensuring staffing plan is in place to guarantee uninterrupted delivery of services should staffing vacancies occur.

2) Meetings

Contractor shall, as scheduled by County Project Manager/CDC, meet or participate in telephone conference meetings, with County on a regular basis to discuss programmatic issues, general procedural issues, and general concerns that arise. Either Contractor or County may request such a meeting.

3) Contractor Furnished Items/Equipment

- a. Contractor shall obtain all equipment and supplies to perform all services required by this Contract.
- b. County shall incur no costs for the maintenance of Contractor's Out-of-state office headquarters in Charlotte, North Carolina.

4) Call Center Hours of Operation/Holidays

- a. Contractor shall be required to provide services, at the Call Center, Monday through Friday, between the hours of 12:00 p.m. to 7:00 p.m., Eastern Time, to accommodate the addition of the Pacific Time Zone.
- b. Contractor's Call Center will provide phone support and web services in the primary languages of English and Spanish.
- c. Contractor will not be required to provide services on County recognized

holidays. The County Project Manager/CDC will provide a list of County holidays to the Contractor within thirty (30) calendar days of the Contract start date, and annually thereafter, at the beginning of each calendar year.

- d. Contractor will be allowed to have a maximum two (2) days per calendar year, as needed, for in-service and/or training activities in which they may not be required to provide the services stated under these contract terms. To request these days, Contractor shall submit a written request to the County Project Manager/CDC, no less than 30 days in advance of the desired dates. Approval by County Project Manager/CDC is required in order to take off the requested dates. County will not provide any compensation for time invested in these activities.

5) Complaints/Inquiries

- a. Contractor will develop procedures, for receiving and responding to inquiries and complaints received via phone or email regarding the Website, and submit those procedures to County Project Manager/CDC for review and approval.
- b. Contractor will involve and report to County Project Manager/CDC on recommendations from the Website users to improve efficiency in the delivery of services.
- c. Contractor, at the direction of County Project Manager/CDC, will establish a procedure to resolve participant and agency issues, grievances, including Civil Rights complaints, before they reach the formal complaint level.

6) Customer Service

- a. Contractor will implement an active Customer Service Program consistent with the County Board approved Customer Service and Satisfaction Standards.
- b. County at the direction of the County Project Manager/CDC, will monitor the quality of Contractor's Customer Service by randomly conducting telephone surveys at the Call Center. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice.

VII. Joint County/Contractor Responsibilities

1) Confidentiality of Records

Any reports, information, data, etc., given to or prepared or assembled by

Contractor under this Contract, which County requests be kept confidential, shall not be made available to any individual, or organization by Contractor without the prior written approval of County. The obligations of this paragraph will survive the termination of the contract.

2) Record Keeping

- a. The Website records will be maintained in the offices of the Contractor.
- b. Authorized representatives of County shall have access to all Contractor records pertaining to contract funds and the services and activities that they support.
- c. Contractor will retain all records pertaining to this contract for at least three (3) years from the date of contract termination.

3) Reporting Functionality

Contractor will provide to County statistical analysis and reporting as to the number of housing listings, number of landlords registered and other basic reporting information requested by County.

VIII. Website Ownership

County asserts that ownership of the name Los Angeles County Housing Resource Center.org., com., net., and info or any other Internet address selected for the website domain (**LAC-HRC**) shall remain the property of County, and that use of the name by Contractor for any purpose other than to direct or link persons to the Website, or to promote the Website, is not authorized.

Appendix A

SERVICE LEVEL AGREEMENT

1. Frequency of database updates:

- a. Owners and Management Companies typically log in and update properties regularly. If they cannot get to a computer, they can call our CSRs or send emails to perform the updates. Some even fax information, but this rare and is always followed-up with a phone conversation.
- b. Staff contacts property owners if their listings are untouched after 10-working days, updating the listings so they remain current. Landlords are either notified that the listing requires updating by phone or email. Each time a landlord logs in or has a CSR update a listing, the timestamp is reset and the clock begins ticking from zero. If no response is forthcoming from the provider, we provide one phone warning, then pull the listing and do a final notification by phone. There are a number of nuances that go along with this process including removing listings upon notification from a client that a listing was not available when he or she called the provider.
- b. Whenever a listing is "pulled," the provider is notified and give one last chance to re-activate the property. If there is no reply, the property is marked for deletion and a 120-day timestamp is set. If the provider calls within the 120-day window, the property can be re-activated. If not, the property is completely deleted from the service.

2. Description of database hosting, maintenance, and monitoring, including availability of technical support and maintenance schedule:

- a. Highlights: (Much more detail in the Full IT Infrastructure Review Section below)
 1. Contractor hosts all of the sites served and maintain the server farm at Peak-10 in Charlotte, NC. Peak-10 is a Teir-1 ISP with triple redundant systems.
 2. Monitoring is 24/7/365. Any issues with the service causes alarm notifications to page our IT group regardless of the time.
 3. Maintenance is covered in the following extensive review of our IT infrastructure. Any maintenance requiring the internet-based housing database website ("the Website") to be unavailable is performed prior to 7:00a.m. Eastern time.

b. Full IT Infrastructure Review:

1. Technical Aspects of Hardware, Software and Processes – Expansion and the capacity to maintain top quality service and product have been a cornerstone in the development of Socialserve.com. Since Socialserve.com is a mature platform, meaning the application has been proven and thoroughly tested in heavy use serving multiple statewide locations, the current application has the capacity to readily handle the increased volume without additional infrastructure.
2. Supports rental and for-sale searches in both English and Spanish, covering the spectrum between a simple search for properties in a single city in a simple rent range, all the way to highly specific searches within regions taking into consideration up to 50 separate customizable search criteria.
3. Supports a database of agencies and programs affiliated with regions, allowing browsing per category or via text queries. This is done in a centralized application service provider fashion for 16 states broken into 820 regions, counties or otherwise, containing 9017 cities or towns.
4. Provides the website, backend database, the call center service and personnel, and the technical staff supporting the operation. Landlords and Agency managers can manage their information in one of three ways: via the website, responding to emails generated by the system and call center staff, or through toll free telephone support in English or Spanish.
5. Published listing data is kept up-to-date by way of the software generating either emails or queued up outbound telephone calls to be performed by our call center staff to landlords who currently have published listings but have not logged in or contacted us recently. If a landlord does not react to an email within 24-hours, then an outbound call is queued up.
6. Computing systems are designed and implemented with cost-effectiveness and high productivity. Open systems and open source technologies are leveraged wherever possible, eliminating costly licensing fees and benefiting greatly from the legendary stability, security and speed of open source applications.
7. All of the software development, server and site maintenance, and database monitoring on our systems are handled internally.
8. The website and database machines are hosted in a Tier-1 co-location

facility of the national service provider, Peak 10, in Charlotte, North Carolina providing us with triple redundant Internet access, battery-backup/diesel generator systems, network monitoring, and environmental and security integrity. We lease a full cabinet (rack) at this location and have virtually unlimited expansion space available as we continue to grow our services. Peak 10 can be found on the Internet at <http://www.peak-10.com/>.

9. There are eleven computer systems and hardware firewalls hosted at Peak 10. Eight computers currently run Fedora Core 5 (Linux), and are deployed as four web/application servers, one primary database server, one warm database backup server, and two data cache servers. The two remaining computers run the OpenBSD operating system and act as web load balancers, evenly spreading the web traffic over the four web servers.
10. The application software is written either Python or Java, depending upon the page being served, with a full migration to Python currently 80% complete. Static content is served out using the Apache web server software. PostgreSQL is used as the relational database containing the application data. The computing hardware in the production rack currently consists of five Intel-based systems and five PowerPC-based systems. Linux and OpenBSD make installing/managing diverse hardware platforms cost-effective.
11. The backup database server performs a full 'transactionally' consistent database snapshot of the production database hourly. We ship the midnight snapshot from production to our in-office computer system on a nightly basis, retaining the last thirty days of nightly archives in-house, and preserving the archive of the first and fifteenth of the month for perpetuity on removable media, stored offsite. Database volume has doubled every year for the past three years, and we expect this trend to increase. The primary database machine currently uses 16% of its currently available disk capacity. More information on our database software, PostgreSQL, is available at www.postgresql.org.
12. Web and database server functionality are monitored automatically by the backup machines and by the in-office systems, raising alarms via email and text message to the mobile phones of our system administrators in case of unexpected failure. All administrative operations from the office to production machines are done over secure cryptographic channels, SSH and SSL.
13. At current loading during business hours, it takes site one tenth of a second to generate the results of a basic housing search in Charlotte,

NC (Rental search for listings between \$100 and \$600, returning 385 listings). The most complicated query, one involving querying for all possible advanced and accessibility-related options (naturally yielding zero listings), actually takes even less time to fulfill, since the database query, while being more complex, is evaluated by PostgreSQL in such an ordering which excludes the majority of the effort until nearly all listing rows have been excluded (i.e. planned properly by the database engine).

14. These tests were done excluding network latency by interacting with the webserver on the webserver machine itself using the command-line web client 'ab'. Our system administrators watch system performance and loading statistics in real time during business hours and analyze daily reports containing details such as disk and network I/O utilization, memory usage, context switches per second, etc.
15. All computer systems are kept up-to-date with respect to security patches from the operating system vendors. We are at the tail end of upgrading our Linux systems both at production and in-house from SuSE 9.2 to Fedora Core 5, on both our Intel and PowerPC based servers. Our Linux build and configuration system automatically installs and configures machines via scripts according to machine roles ('production-webserver', 'production-database', 'mailserver', 'fileserver', etc.) so that configuration of a new piece of hardware for that role can be done without error and efficiently every time.
16. Our developers use both Linux and Apple OSX laptops for development purposes. Python, Java, and database system (PostgreSQL) components run on both these platforms without any platform-centric changes. Developers are also active members of the open source community, having contributed code, bug fixes, and discussions to the PostgreSQL, JBoss, Jetty (the web server component we use within JBoss), Python, and memcached communities. We do indeed make use of the extra capabilities having the source code makes available to us!
17. Developers develop directly on their laptops, running PostgreSQL, JBoss, their browser and their source code editors simultaneously. This keeps them fully aware of the runtime performance of the software, letting them detect potentially ill-performing algorithms or SQL queries well before they hit the production servers. Source code and build scripts for the entire site is kept in a versioning source code library, CVS, allowing the developers to synchronize changes to the software and potentially rollback to previous versions of files in an orderly fashion.

18. Updates to the Website and/or database schema are done in a highly tested and automated fashion. Since we have a cluster of load-balanced web servers, most site updates can be performed during business hours without impact to current site users. This is done through first removing a pair of servers from the load-balanced pool, shifting all production traffic to the other two. Then the site software is updated on the now offline pair and tested. When testing is complete, site traffic is rolled over to these newly updated pair, freeing up the other two, which are then updated and tested. Finally, the cluster is restored to include all four servers.
19. Computer patching and rebooting is done in a similar fashion -- juggle the current set of computers which are serving the public, and patch, upgrade, and/or reboot the offline computers until all are patched. The only slightly complicated system to patch and reboot is the database server. Since it holds the authoritative copy of the database, rebooting or upgrading it cannot be done during daytime hours. However, when it does have to be taken offline, the site is put into a 'read-only' mode, still servicing tenant search traffic but temporarily blocking out landlords from being able to update their listings. This is done through taking a one-time snapshot of the database contents and bringing up a separate PostgreSQL instance on a computer other than the primary database server. Then production traffic is rolled over to a webserver configured to run on read-only mode, communicating with the temporary database snapshot. Web traffic is then shifted to this webserver, freeing up the primary database server. It can then be patched and rebooted. When it comes back up, production traffic is shifted back to the regular web servers, and landlord traffic is re-enabled seamlessly. At no time would searchers see any downtime. This sort of update is done before 7:00AM Eastern time to reduce the impact to landlords.
20. Clustered web serving is known in technical circles as 'Horizontal Scalability.' This term describes a system which can be made to serve a higher load in an inexpensive fashion -- by plugging in additional nodes to do their fair share of the work -- the 'bank teller' philosophy. Instead of having to purchase a new 'big' server to fully replace the previous generation webserver, a clustered site can just install additional inexpensive equipment to deal with the new level of traffic. The most famous demonstration of horizontal scalability is google.com, rumored to have more than 100,000 servers working in parallel. While we're no Google, we feel good in knowing our service is architected in much the same way.
21. Database systems, on the other hand, are difficult and very expensive to make horizontally scalable, yet are a necessary component to a data-driven website such as socialserve.com. One relatively new

technology to minimize the load on the database server is an open source clusterable data caching system, 'memcached'. This caching system holds data fetched from the database until it is determined to be out-of-date. It is consulted before fetching said data from the database, therefore lowering the total number of queries the database would have to perform. In a read-mostly application such as the real-estate and agency data listing service we provide, cache hit ratios are very high, typically 90% and higher, therefore allowing us to scale out further with more and more webserver computers without a linear increase in load on the database server itself. Memcached is being used by very high volume websites such as the blog site LiveJournal.com (20 million+ hits per day) and FaceBook.com, recently purchased by Yahoo! for \$1 billion. Our use of memcached allows for our central database server to remain between 95% and 98% idle during business hours, giving us plenty of room to scale out at the webserver layer without the database becoming a bottleneck. Our pair of servers running memcached are 99% idle. Information on memcached can be found at <http://www.danga.com/memcached/>.

22. The call center uses Apple iMac and Mini-Mac hardware running OSX as their workstations. The call center machines are dataless -- the user accounts come from a centralized database (Kerberos V hosted on Linux machines), and the user's files and settings are stored on central Linux filesystems. The machines are all configured and maintained by scripts in a centralized fashion.
23. Call center users can be added very quickly, and their user accounts are good for all of the desktop machines. If any one call center machine fails, none of the data is lost, and we can deploy a spare backup box in under two-minutes -- the time it takes to unplug the old and plug in the new. Call center machines are patched by way of scripting out updates either hourly or nightly, and are initially built using quick 'imaging' technology. Finally, at about \$750 per seat including LCD flat panel monitor, we find this platform delivers a very affordable, scalable, easy to manage, and extremely pleasant desktop computing environment.
24. The call center machines and users use the Firefox web browser, the Apple Mail.app email client, and Open Office for document processing, yielding zero additional software costs per seat. Internally, we use a Wiki similar to Wikipedia to document internal processes, and a web-enabled bug tracking system for our call center personnel to report and track software issues. Both of these services are handled by the open source tool 'trac', <http://trac.edgewall.org/>.

3. Back-up and retention of all data and files.

1. A back-up of all data and files will be provided to the County quarterly in CSV format.
2. All data and files will be retained for 3 years after the term of the contract.

4. List and description of standard reports.

There are a wide variety of reports available, many listed below. Socialserve.com can also do custom query reporting based on the need of the contract holder.

1) Listings and Unit Reports**a) Total Listings**

Total number of listings on the system, regardless of status, as of the close of business of the date stated at the top of the report. A single listing may represent one property (e.g., a single-family home) or many properties (e.g., an apartment building).

b) Total Units

Total number of UNITS represented by each LISTING as of the close of business of the date stated at the top of the report or the range you select. If a LISTING is an apartment complex, it may represent several UNITS. This number is regardless of status.

c) Available Listings

Number of listings, whose status is either available or waiting list, that can be found by searchers, as of the close of business of the date stated at the top of the report.

d) Available Units

Number of units represented by listings that can be returned in a search, as of the close of business of the date stated at the top of the report.

e) Total landlords

Number of landlords on the system, as of the close of business of the date stated at the top of the report.

f) Status (Can be one of the following):

- i) Available
- ii) Waiting List
- iii) Rented
- iv) Under Repair

- v) System Disabled (Only set by Socialserve.com. Means there is a problem with the listing)

2) Search and Visitor Report

a) 1-Day

The first number reflects the number of countable searches performed on the day stated at the top of the report. The second number reflects the number of countable visitors to the search page on that day.

b) 7-Day

The first number reflects the number of countable searches performed during the 7-day period ending on the date stated at the top of the report. The second number reflects the number of countable visitors to the search page during that 7-day period.

c) 28-Day

The first number reflects the number of countable searches performed during the 28-day period ending on the date stated at the top of the report. The second number reflects the number of countable visitors to the search page during that 28-day period.

d) YTD

IMPORTANT - This number calculates from the day your site launched! The first number reflects the number of countable searches performed during the 12-month period ending on the date stated at the top of the report. The second number reflects the number of countable visitors to the search page during that 12-month period.

3) Figures reported for searches and visitors can be affected by factors inherent in Web applications, such as the following: (We would rather be conservative on counting than attempt to mathematically inflate the numbers.)

- a) We track only visitors who have cookies turned on in their browser. This leads to an undercounting of actual visitors, as well as actual searches.

- b) Publicly accessible computers such as those in libraries are each counted as a single visitor, regardless of how many people use the computer to access the site, unless the previous user exited the computer's browser. This also leads to an undercounting of visitors.

4) Listing Update Report

a) Listings Added

Number of listings added to the system during the specified time frame.

b) Units Added

Number of properties added to the system during the specified time frame.

c) Listings Deleted

Number of listings deleted from the system during the specified time frame.

d) Units Deleted

Number of properties deleted from the system during the specified time frame.

e) Listings Modified

Number of listings updated during the specified time frame. An "update" occurs whenever any change is made to the listing.

f) Units Modified

Number of properties updated during the specified time frame. An "update" occurs whenever any change is made to the property.

Schedule of Deliverables and Payments

	Internet-Based Housing Database Website ("the Website") Deliverables	Payment Schedule
	Public Access Affordable Housing Database Website	
1	Contractor delivers Project Plan.	January 2007
2	Contractor delivers Rollout Manual to CAO & CDC.	January 2007
3	Contractor attends meetings with County departments, stakeholder organizations, private and non-profit affordable housing developers, landlords, apartment owners, and homeless advocacy groups; determines fundamental site design; develops basic operational procedures; and consults on Housing Database Advisory Board's (HDAB) development.	January 2007
4	Contractor creates and maintains a comprehensive inventory of all assisted housing data collected from the CDC and all other state and local agencies, organizations and non-profits who may provide lists of properties and subsidized housing in the course of participating in the Los Angeles County Housing Resource Center (LAC-HRC) initiative. Contractor is not required to conduct outreach in this regard – only to coordinate in-coming data that is made available. This inventory shall be maintained and made available upon request on an Excel spreadsheet (or in any other CDC-approved format).	January 2007 thru January 2008
5	Contractor attends meetings and makes presentations to stakeholders and the HDAB and/or Special Needs Housing Alliance work group, or any other work groups that are formed by the County. Meetings will be scheduled on an as-needed basis and coordinated with Contractor's travels to Los Angeles. Contractor agrees to make a minimum of 3 presentations if requested during the first year of contract implementation.	January 2007 thru January 2008
	PAYMENT #1 – January 15, 2007	\$14,500
6	Contractor determines and registers URLs and establishes initial website fields.	February 2007
7	Contractor presents proposed LAC-HRC homepage design, which will be available online and in PDF form, to CAO & CDC for comment.	February 2007
8	Contractor presents initial Website search pages to CAO & CDC for comment. Design should be available in PDF form.	February 2007
	PAYMENT #2 – February 15, 2007	\$14,500
	Restricted Access Emergency Housing Database Website	
9	Contractor collaborates with CDC to develop a mock-up of the first two pages of the Restricted Access screen to be used by the CDC in soliciting participation in a County stakeholders group.	March 2007
10	Contractor attends meeting with stakeholders group, Special Needs Housing Alliance work group or Housing Locators work group (as determined by County) and provides Powerpoint demonstration. Stakeholders group may include CDC, LAHSA, DMH, DHS, Sheriff's	March 2007

	Internet-Based Housing Database Website ("the Website") Deliverables	Payment Schedule
	Department, and other agencies or departments with an interest in conducting housing locator searches and placement for emergency, transitional and special needs housing.	
	Public Access Affordable Housing Database Website	
11	Contractor attends meeting with Assisted Housing Division/Housing Authority (AH) staff to discuss procedures for outreach to Housing Section 8 Voucher landlords. Contractor to be available during that visit for up to 2 additional meetings, with 211-L.A. County and LAHSA, as scheduled by CDC.	March 2007
12	Contractor attends initial meeting of HDAB, if requested by County, and makes presentation.	March 2007
13	Contractor and CDC collaborate on outreach letter to CDC Multi-Family properties. CDC prepares listing of Multi-Family property owners and sends mailing to property owners. Contractor registers properties. Contractor follows up with emails and phone calls to property owners.	March 2007
	PAYMENT #3 – March 15, 2007	\$14,500
14	Contractor provides assistance to AH/CDC in composing and organizing the outreach letter mailing to Section 8 landlords.	April 2007
15	Contractor registers and makes follow up phone calls to Section 8 landlords responding to outreach letter.	April 2007
	Restricted Access Emergency Housing Database Website	
16	Contractor meets with CDC and LAHSA staff to determine whether the "2007 LAHSA Inventory of Homeless Beds and Services Update Form" (the "LAHSA Form," i.e. Survey) can be converted to an intake form for use by Contractor and LAHSA to collect information for the Website. If this form cannot be converted, Contractor will work with CDC to create a comparable intake form.	April 2007
	PAYMENT #4 – April 15, 2007	\$14,500
17	Contractor presents initial Website search pages to CAO & CDC for comment. Design should be available on-line and in PDF form.	May 2007
	Public Access Affordable Housing Database Website	
18	Contractor presents updated LAC-HRC housing data search pages with initial data entered resulting from registration of landlords; continues populating the website; consults on printing of posters, landlord and tenant cards, bookmarkers, and brochures as part of the marketing campaign.	May 2007
	PAYMENT #5 – May 15, 2007	\$14,500

	Internet-Based Housing Database Website ("the Website") Deliverables	Payment Schedule
19	Contractor attends meeting with HDAB to review progress of site development; meets with resource groups; assists with finalizing marketing plans, including billboards and transit stops, TV and radio ads, press releases, and newspaper ads. Contractor to be available for up to two (2) additional meetings or presentations as scheduled by CDC.	June 2007
	Restricted Access Emergency Housing Database Website	
20	Contractor makes changes as recommended by CAO & CDC and provides revised Website search pages to CAO & CDC. Design should be available on-line, in PDF form, and as Powerpoint screens.	June 2007
	PAYMENT #6 – June 15, 2007	\$14,500
21	Contractor inputs housing shelter data to be provided by CDC, and develops initial list of emergency housing shelter in format approved by CDC. Initial delivery of these populated data screens will include at least 50 shelters.	July 2007
	Public Access Affordable Housing Database Website	
22	Contractor completes enrollment and data entry to ensure site is approved for public release; coordinates the Soft Launch phase of the website by introducing the up and running website for test usage by management agencies, landlords, housing locators, and County departments.	July 2007
	PAYMENT #7 – July 15, 2007	\$14,500
23	Contractor, CAO & CDC plans and coordinates the website's official Public Launch and public relations campaign, which will take place in September – October 2007.	August 2007
24	Contractor completes the Soft Launch for the entire site.	August 2007
	PAYMENT #8 – August 15, 2007	\$14,500
25	Contractor continues populating fields in both the Public and Restricted Access sites, and processes mailings to property providers.	September 2007
26	Contractor attends second meeting or training session with housing locators and staff of County departments (if requested by County).	September 2007
	PAYMENT #9 – September 15, 2007	\$14,500
27	Contractor provides estimate and scope of work for Phase II of project.	October 2007
28	Contractor inputs additional information and completes site registration on both the Public and Restricted Access sites.	October 2007

	Internet-Based Housing Database Website ("the Website") Deliverables	Payment Schedule
	PAYMENT #10 – October 15, 2007	\$14,500
29	System, Acceptance, and Performance testing conducted. All software testing to be performed using MS Internet Explorer, Netscape, and Firefox browsers.	November 2007
30	Contractor makes presentation, if requested by County, to County designated group in advance of public launch.	November 2007
31	Contractor provides written progress report on status of site registration and phone contacts.	November 2007
	PAYMENT #11 – November 15, 2007	\$14,500
32	Contractor, CAO & CDC plans and coordinates the official rollout event and announcement of the Public Launch phase of LAC-HRC.	November thru December 2007
33	Contractor completes Public Launch and conducts official Public Launch event. The requirement for the Public Launch event may be waived by County if the County determines the site is substantially complete and ready for Public Launch but chooses to delay Public Launch event.	December 2007 thru February 2008
	PAYMENT #12 – December 15, 2007	\$17,400
	TOTAL PAYMENTS - YEAR I	\$176,900
34	First year operation to begin after official Public Launch. Twelve (12) monthly fee-for-service payments due to contractor for administration and maintenance of website. The 12 months are estimated to be from January, 2008 – January, 2009	\$15,000 per month
	TOTAL PAYMENTS - YEAR 2	\$180,000
	TOTAL SUM FOR TWO-YEAR TERM AGREEMENT	\$356,900

Key: **LAC-HRC** = Los Angeles County Housing Resource Center; **LAC** = Los Angeles County; **Contractor** = Socialserve.com; **CDC** = Community Development Commission/HDP; **CAO** = Chief Administrative Office – Service Integration Branch; **AH** – Assisted Housing Division/ Housing Authority; **HDAB** = Housing Database Advisory Board

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☐ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☐ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☐ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☐ No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NAME: SOCIALSERVE.COM – INTERNET BASED HOUSING DATABASE
WESBSITE

COUNTY PROJECT DIRECTOR:

Name: Lari Sheehan
Title: Assistant Administrative Officer, Chief Administrative Office
Address: 222 S. Hill Street, 5th Floor, Los Angeles, CA 90012
Telephone: (213) 893- 2477
Facsimile: (213) 229-2738
E-Mail: lsheehan@cao.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Laurence Newnam
Title: Senior Project Manager, Community Development Commission
Address: Community Development Commission, County of Los Angeles
2 Coral Circle, Monterey Park, CA 91755
Telephone: (323) 838-5037
Facsimile: (323) 890-8576
E-Mail: LNewnam@lacdc.org

COUNTY CONTRACT PROJECT MONITOR:

Name: Same as County Contract Manager
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

CONTRACTOR'S ADMINISTRATION

CONTRACT NAME: SOCIALSERVE.COM – INTERNET BASED HOUSING DATABASE WEBSITE

CONTRACTOR'S PROJECT DIRECTOR:

Name: Beth Leyseifer
Title: Project Manager
Address: PO. Box 35305, Charlotte, North Carolina 28235
Telephone: (704) 334-8722
Facsimile: (704) 334-0779
Email:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Van L. Gottel
Title: Chief Executive Officer
Address: P.O. Box 35305, Charlotte, North Carolina 28235
Telephone: (704) 334-8722
Facsimile: (704) 334-0779
E-Mail: vq@socialserve.com

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Same as Contractor's Authorized Official
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Email: _____

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.
Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract
No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

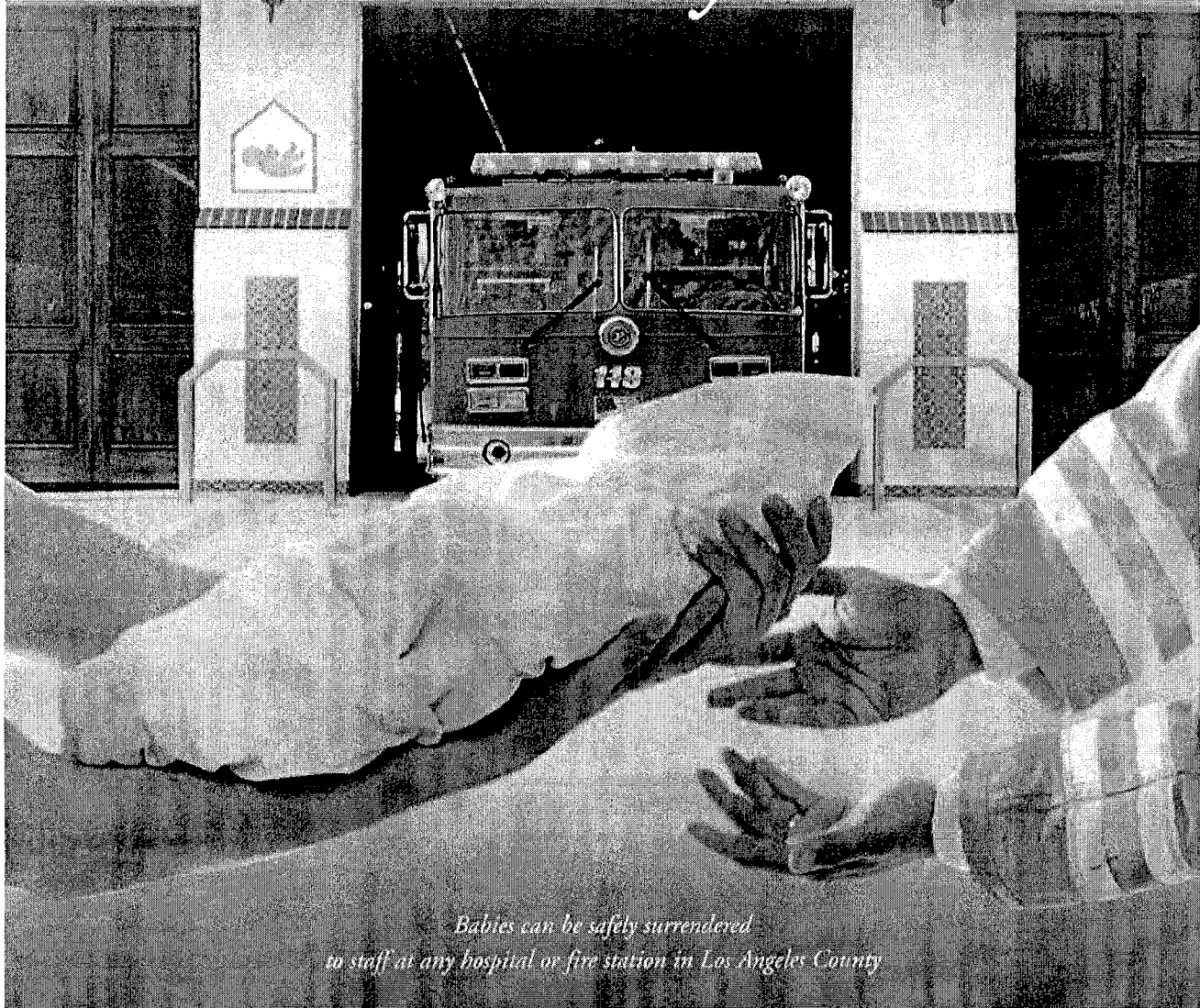
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723

www.babysafela.org

Safely Surrendered Baby Law



Babies can
be safely
surrendered
to staff at any
hospital or fire
station in
Los Angeles
County

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a business reply envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

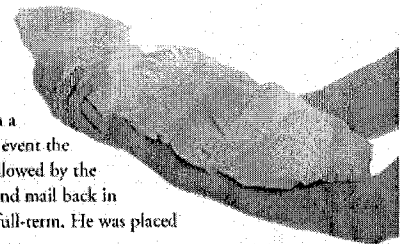
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



PERFORMANCE REQUIREMENT SUMMARY

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Section 7.1.1 Contractor Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$50 per occurrence
System Availability	Site must be available no less than 99.9999% of the time.	Random access checks and review of report	\$50 per occurrence
Response Time	Computer response time will be at a maximum 5 seconds.	Inspection & Observation	\$50 per occurrence;
Software updates	All current releases and updates to core and security software will be made within 48 hours of availability	Inspection & Observation	\$50 per occurrence

CONTRACT DISCREPANCY REPORT**TO:****FROM:****DATES:**

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):**

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

Signature of County Representative_____
Date**COUNTY ACTIONS:**

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

SUBCONTRACT AGREEMENT FOR CO-LOCATION AND BANDWIDTH SERVICES

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated as of _____, 2006 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof, this "Agreement"), is entered into between Non-Profit Industries, Inc. a North Carolina not for profit corporation d/b/a Socialserve.com, ("Socialserve"), and Peak-10, Inc. a Delaware corporation ("Peak-10"), and is made in reference to that certain Contract #[_____] for Internet-Based Housing Database Website Services, dated as of _____, 2006 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions thereof, the "Prime Agreement"), between Socialserve and the County of Los Angeles ("County"). Capitalized terms used herein (including in this introductory paragraph) without definition have the meanings given to such terms in the Prime Agreement.

WHEREAS, County and Socialserve have entered into the Prime Agreement pursuant to which Socialserve, in its capacity as "Contractor" thereunder, will provide certain tasks, deliverables, goods, services and other work under and as defined in the Prime Agreement (collectively, "Work");

WHEREAS, Socialserve desires to engage Peak-10 to provide co-location space and bandwidth, the scope of which Work is further described in the attached Appendix B (Peak-10 Master Services Agreement and attachments thereto) as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof; and

WHEREAS, Socialserve and Peak-10 desire to set forth below the additional terms and conditions under which Peak-10 will perform the work described in the attached Appendix B and to make County a third party beneficiary of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Socialserve and Peak-10 agree as follows:

1. Incorporation Terms and Conditions of the Prime Agreement.

Socialserve and Peak-10 agree that, to the extent of and with respect to Peak-10's performance of the internet based housing database website services (collectively, "Website Services") constituting Work under the Prime Agreement:

(i) Peak-10 and Socialserve shall be bound by the terms and conditions set forth in the Prime Agreement, including all exhibits and attachments thereto, as if Peak-10 were the "Contractor" under the Prime Agreement and Socialserve were "County" under the Prime Agreement, such terms and conditions of the Prime Agreement being incorporated by this reference as if set forth herein, except that (A) the scope of Work to be performed by Peak-10 and the performance standards with respect thereto shall be as set forth in the attached Appendix B, (B) the amount of any payments paid or payable to Peak-10 for the performance of such Work shall be as determined between Peak-10 and Socialserve, and (C) the process for making the payments due to hereunder Peak-10 shall be as determined between Peak-10 and Socialserve; and

(ii) With respect solely to those terms and conditions of the Prime Agreement referenced in the attached Appendix A (Specified Terms and Conditions), Peak-10 shall be bound by such terms and conditions directly to County as if Peak-10 were the "Contractor" under the Prime Agreement, and County shall have all of the rights and remedies under the Prime Agreement of "County" under the Prime Agreement.

Except with respect to the exceptions set forth in Section (i) above, in the event of any conflict or inconsistency between the terms and conditions of (A) the Prime Agreement or any exhibit or attachment thereto (including as amended pursuant to Section 1(b) below) and (B) this Agreement, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Prime Agreement and any exhibits and attachments thereto, and then to the terms and conditions of this Agreement.

2. County as Third Party Beneficiary. Socialserve and Peak-10 understand and agree that this Agreement is entered into for the benefit of County and that County expressly is made a third party beneficiary of this Agreement. Accordingly, at any time and from time to time, County may compel Socialserve to enforce against Peak-10 and on County's behalf, any and all rights and remedies Socialserve may have with respect to Peak-10's breach of this Agreement. Notwithstanding the foregoing, Peak-10 and Socialserve shall look solely to one another for their respective performance hereunder.
3. Representations and Warranties. Each of Peak-10 and Socialserve represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that this Agreement has been duly authorized, executed, and delivered by such party, and that such party has all necessary corporate power and authority to enter into this Agreement and to perform its respective obligations under this Agreement. Each party additionally represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
4. Amendments. Notwithstanding anything to the contrary in this Agreement no amendment, modification, termination or waiver of any provision of this Agreement (including the exhibits attached hereto) shall be effective unless the same shall be in writing, signed by Socialserve and Peak-10, and acknowledged by County.
5. Assignment. Neither party may assign its rights and obligations under this Agreement (including the exhibits attached hereto) without prior written acknowledgement of County.
6. Effect on Prime Agreement. Except as expressly set forth in Section 1 hereto with respect to Peak-10 and Socialserve, nothing contained herein shall be construed as amending or modifying in any fashion any term or condition set forth in the Prime Agreement or any exhibit or attachment thereto. Socialserve expressly ratifies and affirms its rights and obligations under the Prime Agreement. Peak-10 acknowledges that from time to time Socialserve and County may amend the terms and conditions of

the Prime Agreement or any exhibit or attachment thereto in accordance with the terms of the Prime Agreement. The parties acknowledge and agree that, except as expressly set forth in Section 1(b) hereto with respect to Peak-10 and Socialserve, any such amendment shall automatically update the parties' corresponding obligations under this Agreement. Socialserve shall provide Peak-10 with copies of any such amendment, but the parties further acknowledge and agree that Socialserve's failure to so provide such copy shall not impact the parties' respective obligations under this Agreement.

7. Counterparts. This Agreement may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.
8. Validity. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
9. Entire Agreement. This Agreement and any and all exhibits, schedules, attachments and appendices hereto and thereto constitutes the complete and exclusive statement of understanding between the parties and with County and supercedes all previous agreements, written or oral, and all communications directly relating to the subject matter of this Agreement.
10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state.

* * *

IN WITNESS WHEREOF, Socialserve and Peak-10 have caused this Agreement to be executed as of the day and year first above written.

NON-PROFIT INDUSTRIES, INC., a North Carolina not for profit corporation d/b/a
SOCIALSERVE.COM

By: _____
Name:
Title:

By: _____
Name:
Title:

PEAK-10, Inc., a Delaware corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

APPENDIX A**SPECIFIED TERMS AND CONDITIONS**

Paragraph 7.4 (Background & Security Investigations)
Paragraph 7.5 (Confidentiality)
Paragraph 8.2 (Assignment and Delegation)
Paragraph 8.3 (Authorization Warranty)
Paragraph 8.6 (Compliance with Applicable Laws)
Paragraph 8.7 (Compliance with Civil Rights Laws)
Paragraph 8.8 (Compliance with the County's Jury Service Program)
Paragraph 8.9 (Conflict of Interest)
Paragraph 8.10 (Consideration of Hiring County Employees Targeted for Layoff or Re-employment List)
Paragraph 8.11 (Consideration of Hiring GAIN/GROW Program Participants)
Paragraph 8.12 (Contractor's Responsibility and Debarment)
Paragraph 8.13 (Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law)
Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)
Paragraph 8.15 (County's Quality Assurance Plan)
Paragraph 8.16 (Damage to County Facilities, Buildings, or Grounds)
Paragraph 8.17 (Employment Eligibility Verification)
Paragraph 8.19 (Fair Labor Standards)
Paragraph 8.20 (Governing Law and Jurisdiction)
Paragraph 8.21 (Independent Contractor Status)
Paragraph 8.22 (Indemnification)
Paragraph 8.23 (General Insurance Requirements)
Paragraph 8.24 (Insurance Coverage Requirements)
Paragraph 8.27 (Nondiscrimination and Affirmative Action)
Paragraph 8.30 (Notice of Disputes)
Paragraph 8.31 (Notice to Employees Regarding the Federal Earned Income Credit)
Paragraph 8.32 (Notice to Employees Regarding the Safely Surrendered Baby Law)
Paragraph 8.34 (Prohibition Against Inducement or Persuasion)
Paragraph 8.37 (Records Retention and Inspection/Audit Settlement)
Paragraph 8.38 (Recycled Bond Paper)
Paragraph 8.39 (Subcontracting)
Paragraph 8.40 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program)
Paragraph 8.43 (Termination for Improper Consideration)
Paragraph 8.45 (Termination for Non-Adherence to Lobbyist Ordinance)
Paragraph 8.47 (Validity)
Paragraph 8.48 (Waiver)
Paragraph 8.49 (Warranty Against Contingency Fees)

APPENDIX B

PEAK-10 MASTER SERVICES AGREEMENT AND ADDENDUMS A & B

MASTER SERVICES AGREEMENT

Contract No.

077-080

This Master Services Agreement ("MSA") is entered into as of the 30th day of August, 2002, by and between Peak 10, Inc., a Delaware corporation having an office at 8910 Lenox Pointe Drive, Suite A, Charlotte, NC 28273 ("Peak 10"), and socialserve.com, a corporation with its principal office at 1422 E. 4th St. Charlotte, NC 28204 the "Customer".

1. Purpose. This MSA, and any addenda entered into in accordance with the terms set forth in Section 2, govern the terms and conditions pursuant to which Peak 10 will provide colocation space for telecommunications or internet equipment and related services.

2. Services to be Provided.

(a) Peak 10 initially will provide the services and products set forth on the addenda set forth below, on the terms and conditions set forth in this MSA and on the specific Addendum:

<u>Addendum</u>	<u>Description</u>
A	Co-location Services & Pricing
B	Internet Connectivity Services Addendum

Upon written request from the Customer, additional services and products may be added to this MSA upon the execution by both parties of an additional Addendum covering such service or product, which Addendum will become a part of this MSA on the date it is signed by Peak 10.

(b) Unless otherwise authorized by Peak 10 in writing, Customer shall use the products and services provided hereunder solely for Customer's business purposes and shall not resell the services provided by Peak 10.

3. Billing and Payment.

(a) All charges for services and products provided pursuant to this MSA (except for charges that are dependent upon the level of usage) will be invoiced by Peak 10 on a monthly basis in advance. All charges for services and products that are dependent upon the level of usage will be billed in arrears. Invoicing for partial months will be pro rated based on a calendar month.

(b) All invoices are due upon receipt, and become past due ten (10) days later. All payment for services and products hereunder shall be paid in US dollars.

(c) Any payment not made when due will be subject to late charges of 1.5% (pro rated on daily basis beginning on the past due date), or the highest rate allowed by law, whichever is less.

(d) Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state and federal taxes, fees, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services and products provided hereunder.

(e) In the event of any change in applicable law, regulation, rule or order that materially increases the costs or other terms of delivery of products and services under this MSA, Peak 10 and Customer agree to negotiate regarding the rates to be charged to Customer to reflect such increased cost. In the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after Peak 10's delivery of written notice requesting negotiation, then (i) Peak 10 may pass such increased costs through to the Customer and (ii) Customer may terminate the specific product or service in question without termination penalty upon sixty (60) days prior written notice (so long as such notice is given within ninety (90) days of the first invoice reflecting the pass through of such increased costs).

(f) Customer shall provide Peak 10 with credit information as requested and the provisions of any product or service hereunder is subject to credit approval. Peak 10 may require Customer to make a deposit (which will not exceed Customer's estimated charges for two months for all products and services provided pursuant to the MSA) as a condition to Peak 10's acceptance of any Addendum or as a condition to Peak 10's continuation of service. All deposits shall be held by

Confidential

Appendix B

Peak 10 as security for payment of Customer charges, and upon termination of service hereunder, the amount of the deposit will be credited to Customer's account and any remaining balance will be refunded.

4. Term and Termination.

(a) The term ("Term") of this Agreement shall be for a period of 2 years commencing on the effective date of this MSA. After the expiration of such 2 year period, the Term shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice. The effective date of this agreement is defined as the date of the first invoice to the customer.

The installation date for the Customer's equipment is Sept 9, 2012. Peak 10 guarantees that the equipment space and associated bandwidth will be available on the installation date. Billing under Addendum A, Addendum B, or Addendum G of this MSA will begin upon the earlier of the actual installation of the Customer's equipment or 30 days after the scheduled installation date referenced above. The billings under any other Addendum of this MSA will begin upon the earlier of the initiation of the services outlined in the Addendum or 60 days from the installation date.

(b) Peak 10 may terminate this MSA and discontinue providing service hereunder without liability upon the occurrence of a Customer Default (as defined below). For purposes of this Agreement, a "Customer Default" means:

- (i) Customer's failure to pay a past due balance within ten (10) days after written notice thereof;
- (ii) Customer's violation of any law, rule, regulation or policy of any governmental authority;
- (iii) Customer's material misrepresentations in any information provided to Peak 10;
- (iv) Customer's fraudulent use of the products or services provided under this MSA;
- (v) Customer's failure to cure its breach of any provision of the MSA within ten (10) days following written notice thereof provided by Peak 10;
- (vi) Customer's filing for bankruptcy, reorganization or failing to discharge an involuntary petition thereafter within sixty (60) days; or

(c) In the event customer has a past due balance, Peak 10 reserves the right to limit or restrict the customer's access to the facility and the customer owned equipment located within. The Customer will be notified of any such restrictions, in writing, via e-mail. Such access will be fully restored to the customer upon prompt payment of all past due balances

(d) In the event that Customer terminates its order set forth in an Addenda hereto, Customer shall pay a termination charge equal to the percentage of the monthly recurring charges for the remaining term of this agreement calculated as follows:

- (i) 100% of the monthly recurring fees that would have been charged for the Equipment Space for months 1-12 of the agreed term; plus;
- (ii) 75% of the monthly recurring fees that would have been charged for the Equipment Space for months 13-24 of the agreed term; plus

For example, if the Customer terminates this agreement without cause in month 18, the termination penalty will consist of 6 payments of 75%.

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5. Use of Facilities.

(a) Customer will be entitled to occupy and use the space (the "Equipment Space") within Peak 10's facility in accordance with the Addenda hereto. Peak 10 shall have the right to access the Equipment Space for any business purpose at all times.

(b) To the extent set forth on Addenda hereto, Peak 10 will provide certain equipment ("Peak 10 Equipment") used to deliver the products and services pursuant to this MSA. Peak 10 shall use reasonable effort to provide and maintain the Peak 10 Equipment in good working order. Peak 10 shall be entitled to remove all Peak 10 Equipment for repair, replacement, or otherwise as Peak 10 may determine is necessary, but Peak 10 shall use reasonable efforts to minimize disruptions to the service provided to Customer caused thereby. Customer shall not and shall not permit others to rearrange, disconnect, remove, and attempt to repair or otherwise tamper with any of the Peak 10 Equipment.

(c) Customer may locate Customer-provided equipment in the Equipment Space. Unless otherwise agreed to by Peak 10 in an Addendum hereto, Peak 10 shall not be responsible for the operation or maintenance of any Customer-provided equipment.

(d) Following termination of the MSA, Peak 10 shall be entitled to remove all Peak 10 Equipment and Customer-provided equipment from the Equipment Space, and to repair any damage to the Equipment Space. The Equipment Space shall be in the same condition as when the Customer occupied the space, normal wear and tear accepted. Customer shall reimburse Peak 10 for the reasonable cost of any repairs required to restore the Equipment Space to its original condition.

(e) Customer agrees not to export or re-export (including by way of electronic transmission), directly or indirectly, any software or technical data through the services provided hereunder without first obtaining any required export license or governmental approval.

(f) Customer is solely responsible for the content of any transmissions between any Customer and any third party utilizing Customer's facilities or Peak 10's facilities. The use of another organization's network or computing resources is subject to its respective permission and usage policies. Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content. Customer further agrees not to use the services provided hereunder for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

(g) Customer shall at all times comply with Peak 10's then current Acceptable Use Policy, as amended from time to time and which is available through Peak 10's web site. Peak 10 will notify Customer of complaints received by Peak 10 regarding each incident of alleged violation of the Acceptable Use Policy by Customer. Customer agrees that it will promptly investigate all such complaints and immediately take all necessary actions to remedy any actual violations of Peak 10's Acceptable Use Policy. Peak 10 may identify to the complainant that Customer is investigating the complaint and may provide the complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications. Peak 10 reserves the right to install and use, or to have a customer install and use, any appropriate devices to prevent violations of its Acceptable Use Policy, including devices designed to filter or terminate access to the services to the Customer provided by Peak 10.

(h) Upon notice from Peak 10, Customer promptly shall eliminate any hazard, interference or service obstruction that any hardware or software used by Customer, whether or not provided by Peak 10 ("Customer Materials"), is causing, or is likely to cause. If Customer requests Peak 10 to assist it in removing any such hazard, interference or service, Peak 10 may, but is not required, to assist in such removal.

6. Disclaimer of Warranties; Limitations on Liability; Indemnification.

(a) PEAK 10 MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS MSA.

(b) Except as provided in Section 6(c) below, the liability of Peak 10 for damages or injury arising out of the furnishing of, or the failure to furnish, products or services described in the Addenda hereto, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct, representations, errors, or other defects, whether caused by acts of commission or omission, shall be limited to an amount equal to the price of products and services purchased by Customer during the twelve (12) month period preceding the event which caused the damages or injury. In case of an

Appendix B

interruption or failure of any of the services furnished hereunder, including but not limited to power, back-up power, HVAC, transmission and Internet services, Peak 10 shall use commercially reasonable efforts to restore service as soon as possible. If Peak 10 elects, it may substitute a reasonably equivalent service. In no event shall Peak 10 be liable for unauthorized access to Customer's transmission facilities or Customer's equipment or for unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedure or information through accident, fraudulent means or devices, or any other method.

(c) Notwithstanding any other provision hereof, Peak 10 shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits or lost revenues), whether or not caused by the acts or omissions or negligence of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages.

(d) Peak 10 shall not be liable for any failure of performance or equipment due to causes beyond its reasonable control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, terrorist attack, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties. In the event any of the foregoing occur and Peak 10 is unable to deliver the services contemplated by this MSA for fourteen (14) consecutive days, Customer shall not be obligated to pay Peak 10 for the affected services for so long as Peak 10 is unable to deliver them; provided, however, that the Term shall be extended for a period of time equal to the period of time for which Peak 10 was unable to provide and Customer was not required to pay for the affected service.

(e) Each party shall indemnify the other against any claim, loss, damage, expense or liability (including reasonable attorney's fees and court costs) (collectively, "Claims") to the extent that such Claims are caused by the negligence or willful misconduct of the indemnifying party. The Customer shall be liable for and indemnify and defend Peak 10 from and against any claims in anyway arising from or related to (i) the alleged infringement of patent, trademark, design, copyright or any other intellectual property rights in relation to the Customer's use of the products and services described in this MSA and (ii) use or inclusion of any information, photographs, art work or other content (including without limitation claims based on invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws).

7. General Terms.

(a) Assignment or Transfer. This Agreement may not be assigned by either party in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Peak 10 may assign this MSA to an affiliate or division so long as Peak 10 exercises management control over or owns a controlling interest in or is under common control with such affiliate or division. In addition, both Peak 10 and Customer have the unrestricted right to assign its rights and obligations under this MSA to any individual, corporation or other business entity which acquires all or substantially all of its shares or assets, and upon such assignment, the assigning party shall be released of all its obligations under this Agreement arising from and after the date of such assignment.

(b) Notices. Notices hereunder shall be deemed properly given when delivered, if delivered in person, or when transferred via facsimile, overnight courier, or when deposited with the U.S. Postal Service. Notices to Customer shall be delivered to the address indicated on the signature page hereto, provided that if Customer has notified Peak 10 of any change to its address, notice shall be delivered to such new address. Notices to Peak 10 shall be delivered to:

Peak 10, Inc.
8910 Lenox Pointe Drive, Suite A
Charlotte, North Carolina 28273
(704) 264-1010

(c) Entire Understanding. This MSA, including any Addenda hereto, constitutes the entire understanding of the parties related to the subject matter hereof. In the event of any conflict between this MSA and the terms and conditions of any Addendum hereto, the terms of this MSA shall control.

(d) Governing Law. The MSA shall be governed and construed in accordance with the laws of the state of North Carolina.

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(e) Binding Effect. All covenants, representations, warranties and other stipulations in this Agreement and other documents referred to herein, given by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors, heirs, personal representatives and assigns of the parties hereto.

(f) Headings. The descriptive section headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.

(g) Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

(h) Amendment or Waiver. This Agreement may be amended, and Peak 10 may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if Peak 10 shall obtain the prior written consent of the Customer to such amendment, action or omission to act.

(i) Public Disclosure. Customer understands that Internet use, and related products and services provided under this MSA, may require registration and related administrative reports which are public in nature.

(j) Application of Tariffs. Peak 10 may elect or be required to file with the appropriate regulatory agency tariffs respecting the delivery of certain services by Peak 10 to Customer. In the event that such tariffs are filed respecting services ordered by Customer, then the terms set forth in the applicable tariff shall govern Peak 10's delivery of, and Customer's consumption or use of, such services.

(k) Use of Customer's Name and Peak 10's Name. Upon prior written consent from the Customer, Peak 10 may use Customer's name in connection with proposals to prospective customers and in print or electronic form for marketing or other purposes, including compliance with applicable laws or regulations and the protection of any rights relating to Peak 10 or its business. Customer may use the name "Peak 10" in connection with the services provided to Customer by Peak 10 or otherwise only with Peak 10's prior written consent.

(l) Severability. If one or more of the provisions contained in this MSA are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected.

(m) Independent Contractor Status. Nothing in this MSA or in the course of dealing between Peak 10 and Customer pursuant hereto shall be deemed to create between Peak 10 and Customer (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than that of independent contractors with respect to each other.

(n) No Third Party Beneficiaries. Except as otherwise specifically provided herein, this MSA inures to the benefit of Peak 10 and Customer only and no third party shall enjoy the benefits of this Agreement or shall have any rights hereunder.

(o) Brokers. Customer covenants and represents that it has negotiated this MSA directly with Peak 10, and has not authorized any broker, salesman or finder to act for it in the negotiation and execution of this MSA. Customer agrees to indemnify and hold harmless Peak 10 from any and all claims by any such broker, salesman or finder for a commission or finder's fee as a result of Customer having entered into this MSA.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Peak 10, Inc.

socialserve.com

By: Frank Mascoff
Name: Frank Mascoff
Title: VP + GM
Date: 8/30/02

By: [Signature]
Name: Van Gogh
Title: CEO
Address: 1200 35th St
Date: Charlotte, NC 28235

Confidential

**ADDENDUM A
CO-LOCATION ADDENDUM
TO
MASTER SERVICES AGREEMENT**

This CO-LOCATION ADDENDUM is part of the MASTER SERVICES AGREEMENT ("MSA") dated August 30, 2002, between PEAK 10, Inc. ("Peak 10") and socialserve.com ("Customer"). The following additional terms and conditions apply under this Addendum when Customer contracts with Peak 10 for the use of equipment space (the "Equipment Space") at Peak 10's facility located at 8910 Lenox Pointe Drive, Suite A, Charlotte, NC 28273 (the "Facility") for the purpose of co-locating telecommunications equipment or other equipment used for connection to the internet (the "Customer's Equipment").

1. Fees. Peak 10 will provide the co-location services and products identified below to the Customer at the prices indicated on Exhibit A hereto.
2. Use of Equipment Space. Customer shall be permitted to use the Equipment Space only for placement and maintenance of telecommunications or Internet access equipment. Customer hereby agrees, within three (3) months of ordering such Equipment Space, to use the Equipment Space for placement and maintenance of telecommunications or Internet access equipment.
3. Term. The term of the use of the Equipment Space shall begin on Sept. 9, 2002 and remain in effect until the end of the term of the MSA. Customer's use of Equipment Space beyond the initial term shall be on a month-to-month basis, unless Customer and Peak 10 have agreed in writing to a renewal of the right to use such Equipment Space.
4. Installation. Peak 10 agrees to allow Customer to place the Customer's Equipment in the Facility subject and subordinate to the terms and provision of Peak 10's lease with its landlord. Such placement shall be subject to this Addendum and Peak 10's installation and maintenance specifications, which Peak 10 shall provide to Customer from time to time.
5. Maintenance. Peak 10 shall perform such janitorial services, environmental systems maintenance, power plant maintenance and other actions as are reasonably required to maintain the Facility in which the Equipment Space is located in a condition which is suitable for the placement of telecommunications and Internet access equipment. Customer agrees that it will be solely responsible, and at Peak 10's request will reimburse Peak 10, for all costs and expenses associated with placing, installing, maintaining operating and removing the Customer's Equipment and related materials, including but not limited to, costs associated with relocation or removal of the Customer's Equipment once installed, and all electric, telephone and other utility charges attributable to the Customer's Equipment and related use of the Equipment Space.
6. Security. Peak 10 will take reasonable responsible measures to protect the security of each Customer's Equipment. Notwithstanding the prior sentence, Peak 10 ASSUMES NO LIABILITY FOR ANY DAMAGE OR LOSS TO CUSTOMER'S FACILITY AND/OR EQUIPMENT RESULTING FROM ANY OTHER CUSTOMER'S ACCESS TO ITS FACILITY OR PEAK 10'S PREMISES. ANY SUCH DAMAGE OR LOSS WILL BE THE EXCLUSIVE RESPONSIBILITY OF THE CUSTOMER WHO CAUSED SUCH LOSS OR DAMAGE. Peak 10 will provide reasonable assistance to resolve any disputes regarding such losses or damages.
7. Access. In the event that unauthorized parties gain access to the Equipment Space through access cards, keys or other access devices provided to Customer, Customer shall be responsible for any damages incurred as a result thereof. Customer shall be responsible for the cost of replacing any security devices lost or stolen after delivery thereof to Customer. In addition to the rights set forth in the MSA, Peak 10 shall have the right to terminate Customer's use of the Equipment Space or the Services in the event that: (a) Peak 10's rights to use the Facility within which the Equipment Space is located terminates or expires for any reason; (b) Customer makes any material alterations to the Equipment Space without first obtaining the written consent of Peak 10; (c) Customer allows personnel or contractors to enter the Equipment Space who have not been approved by Peak 10 in advance; or (d) Customer violates any posted or otherwise communicated rules relating to use of or access to the Equipment Space. With respect to items (b), (c) and (d) above, unless the same interferes or has the potential to interfere with other Peak 10 customers, Peak 10 shall provide Customer a written notice of the foregoing and a 10-day opportunity to cure the same before terminating Customer's rights to the Equipment Space.

Appendix B

8. Condition of Premises. EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY CUSTOMER ORDER, THE EQUIPMENT SPACE SHALL BE DELIVERED AND ACCEPTED "AS IS" BY CUSTOMER, AND NO REPRESENTATION HAS BEEN MADE BY PEAK 10 AS TO THE FITNESS OF THE EQUIPMENT SPACE FOR CUSTOMER'S INTENDED PURPOSE.
9. Rights to Equipment. Customer represents, warrants and covenants that it owns or has the legal right and authority, and will continue to own or secure the legal right and authority, during the term of this Addendum, to use the Customer's Equipment.
10. Insurance. Prior to occupancy and during the term of use of any Equipment Space, Customer shall procure and maintain the following minimum insurance coverage: (a) Workers' Compensation in an amount not less than that prescribed by statutory limits; (b) Employer's Liability with limits of \$500,000 each accident; (c) Commercial General Liability with combined single limits of \$1,000,000 each occurrence; and (d) "All Risk" Property insurance covering all of Customer's personal property located in the Equipment Space. Customer's Commercial General Liability policy shall be endorsed to show Peak 10 (and any underlying property owner, as requested by Peak 10) as an additional insured. All policies shall provide that Customer's insurers waive all rights of subrogation against Peak 10. Customer shall furnish Peak 10 with certificates of insurance demonstrating that Customer has obtained the required insurance coverage prior to occupancy of the Equipment Space. Such certificates shall contain a statement that the insurance coverage shall not be materially changed or cancelled without at least thirty (30) days prior written notice to Peak 10. Customer shall require any contractor entering the Equipment Space on its behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer above.
11. Casualty or Eminent Domain. In the event of taking eminent domain or damage by fire or other casualty to the Facility, Customer shall acquiesce and be bound by any action taken by or agreement entered into between Peak 10 and its landlord with respect thereto.
12. Not a Lease. This Co-location Addendum is a service agreement and is not intended to and will not constitute a lease of real property. Customer acknowledges and agrees that it has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations or ordinances. Upon termination of this Addendum for any reason, Peak 10 will have the right to remove immediately all of Customer's Equipment located at the Facility.
13. Ability to Change Equipment Space. Peak 10 reserves the right to change the location or configuration of the Equipment Space; provided, however, that Peak 10 shall not arbitrarily or discriminatorily require such changes. Peak 10 and Customer shall work in good faith to minimize any disruption in Customer's services that may be caused by such changes in location or configuration of the Equipment Space.
14. Service Level Agreement. The Service Level Agreement is included in Exhibit B and is incorporated herein by reference.

Appendix B

Exhibit B

Peak 10, Inc. Statement of Work for Co-Location Services

Summary Description: Secure Internet data center space including 24x7 monitoring of security, power, air quality, and other physical and security related issues. Center also includes redundant UPS and HVAC systems guaranteeing clean, always-available power and consistent temperature and humidity levels. Customer is provided 24x7 access to the data center via proximity cards and biometric scanners.

Services Included:

Co-Location Services	Action Steps
<ul style="list-style-type: none"> Lockable cabinet or cage space in the designated data center. 	
<ul style="list-style-type: none"> Single 20A/120V AC or 30A/48V DC power outlet with full cabinet 	
<ul style="list-style-type: none"> Static dissipative tile flooring 	
<ul style="list-style-type: none"> 24x7 customer access 	
<ul style="list-style-type: none"> Customer workstations with local phone and Ethernet access. (First come, first serve) 	

Service Levels:

Service Level	Measurement	% of the time	Availability
Power availability	Non performance	100%	24x7
Data center availability/Hours of operation	Non performance	100%	24x7
Data center temperature average of 72° F	Non performance	100%	24x7
Data center humidity average of 50%	Non performance	100%	24x7
Network Operations Center availability	N/A	99.5%	24x7

Non-Performance Penalties:

Service Level	Penalty
All	1/30 th of the monthly recurring service charge per day of missed SLA

Total amount of Non-Performance Penalties may not exceed the amount of one month's recurring service charges.

**ADDENDUM B
INTERNET CONNECTIVITY ADDENDUM
TO
MASTER SERVICES AGREEMENT**

This **INTERNET CONNECTIVITY ADDENDUM** is part of the MASTER SERVICES AGREEMENT ("**MSA**") dated August __, 2002, between PEAK 10, Inc. ("**Peak 10**") and socialserve.com ("**Customer**"). The following additional terms and conditions apply under this Addendum when Customer contracts with Peak 10 for dedicated Internet access ("**Internet Access Services**").

1. Fees. Customer shall purchase Internet Access Services as described below from Peak 10 at the rates indicated on Exhibit A.
2. Term. The term of the use of the Equipment Space shall begin on Sept. 9 and remain in effect until the end of the term of the MSA.
3. Increase Data Rate. The Customer shall be permitted to make changes to the rate at which it receives data in accordance with the terms of Exhibit A hereto.
4. Disclaimer. Peak 10 provides only access to the Internet; Peak 10 does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against Peak 10 relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.
5. Service Level Agreement. The Service Level Agreement is included in Exhibit B and is incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives as of the day and year first above written.

Appendix B

Exhibit B

Peak 10, Inc. Statement of Work for Dedicated Internet Access

Summary Description: Dedicated Internet Access Service provides a highly available, redundant, Tier 1 Internet access platform either from Peak 10's Technology Gateways or directly from a customer's business location. Customers can choose from access speeds ranging from 512Kb/s to full 100Mb/s to support applications such as LAN based Internet access, email, and Web hosting. Peak 10's technical and sales staff will assist the customer in determining bandwidth needs, equipment procurement, and configuration.

Services Included:

Co-Location Services		Action Steps
• Dedicated point-to-point or frame relay Internet access at speeds from 512Kb/s to 100Mb/s from customer location.		
• Burstable access from 512Kb/s to 100Mb/s for customers collocated in a Peak 10 Technology Gateway if burstable option is selected.		
• Primary and secondary Domain Name Service (DNS) hosting		
• Up to 11 useable IP addresses per customer at no charge with justification		
• 24x7 network monitoring via Peak 10 NOC		
• Web-based portal for bandwidth performance reporting		

Service Levels:

Service Level	Measurement	% of the time	Availability
Network Availability	Max of 5 minutes per day*	100%	24x7
Peak 10 network performance	Average roundtrip POP to POP on-network delay of 80 milliseconds or less and on-network packet loss of 1% or less	100%	24x7

*In the event of a service disruption exceeding 5 minutes in any calendar day, for which Peak 10 determines to have been caused by failure of any of Peak 10's facility, equipment, or personnel, Peak 10 will provide the customer a credit for that entire day of service.

Peak 10 Network – All network components provided by Peak 10 including switches, routers, and Peak 10 provided local and IP network access.

Network Delay – the average percentage for the applicable calendar month, measured between city pairs on the Peak 10 network, of round trip delay time for transmissions solely among points on the Peak 10 network.

Network Packet Loss – the average percentage for the applicable calendar month, measured between city pairs on the Peak 10 network, of packets that are not successfully delivered for transmissions solely among points that are within the core Peak 10 network, excluding delivery failures that are not attributable to performance of the Peak 10 network or delivery failures relating to scheduled maintenance periods.

Non-Performance Penalties:

Service Level	Penalty
All	1/30 th of the monthly recurring service charge per day of missed SLA

Total amount of Non-Performance Penalties may not exceed the amount of one month's recurring service charges.

Appendix B

Burstable Bandwidth Billing Method

Peak 10 will use the following "Burstable Bandwidth Billing Method" to determine any additional charges for bandwidth utilization that exceeds the subscribed monthly bandwidth. Usage samples are taken every 5 minutes throughout the month. The highest, or peak, sample is captured each five-minute period. The result is a database of over 8000 samples. At the end of the billing period, the samples are ordered from highest to lowest. The top 10% of the samples, representing the top 10% of usage levels are discarded, to remove exceptionally high "burst periods" that are not necessarily representative of normal usage. The highest remaining sample is used to calculate the usage level. This is the 90th percentile of peak usage. If the 90th percentile usage is greater than the monthly subscribed bandwidth, the difference between the 90th percentile of peak usage and the monthly subscribed bandwidth is billed at 1.3 times the per Mb rate of the subscribed monthly bandwidth. This "Burstable Bandwidth" charge is in addition to the rate charged for the subscribed monthly bandwidth.